

**FIRST AMENDMENT
TO THE DECLARATION OF
PROTECTIVE COVENANTS OF
THE OLDE HIGHLANDER
SINGLE FAMILY SUBDIVISION**

Document Title

Document Number

This First Amendment to the Declaration of Protective Covenants of THE OLDE HIGHLANDER SINGLE FAMILY Subdivision (the "First Amendment") is made this 22nd day of MAY 2025, by OLDE HIGHLANDER, LLC ("Declarant"), a Wisconsin limited liability company.

RECITALS

A. OLDE HIGHLANDER, LLC created that certain Declaration of Protective Covenants for THE OLDE HIGHLANDER Single Family Subdivision dated July 23rd, 2024 and recorded on July 26th, 2024 as Document No. 4776543 in the office of the Register of Deeds of Waukesha County, Wisconsin (the "Declarations"). The Declarations encumber certain real property located in the City of Oconomowoc (the "City"), Waukesha County; and

B. The Declaration, Section 11.2, Declarant reserves the right to Expand the Declarations by recording a document with the Register of Deeds of Waukesha County;

4820383

REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON

June 04, 2025 10:19 AM
James R Behrend
Register of Deeds

3 PGS
TOTAL FEE:\$30.00
TRANS FEE:\$0.00

Book Page -



Drafted By and Return Address:

Olde Highlander, LLC
C/O Neumann Developments,
Inc.

N27 W24025 Paul Court,
Suite 100,
Pewaukee, WI 53072
ATTN: Steve DeCleene

PIN:

OCOC0609066

AMENDMENT

NOW THEREFORE, in consideration of the foregoing Recitals, the Declarations are hereby amended as follows:

1. Lots 66 – 94 of Olde Highlander Addition #1 are hereby added to the subdivision. All lot owners shall have the benefit and obligations of the terms and conditions of the Declaration of Protective Covenants of The Olde Highlander Single Family Subdivision.

Declarant:

Olde Highlander, LLC

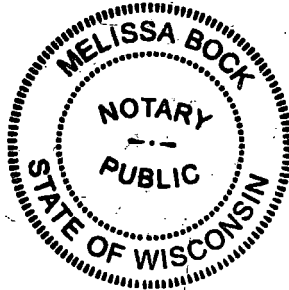
By: \ Neumann Developments, Inc., its sole member

By: [Signature]
Bryan Lindgren, President

ACKNOWLEDGMENT

STATE OF WISCONSIN,)
) ss.
WAUKESHA COUNTY)

Personally came before me this 23rd day of May, 2025, the above named Bryan Lindgren, President of Neumann Developments, Inc. to me known to be the person who executed the foregoing instrument and acknowledge the same.



[Signature]

Name: Melissa Bock
Notary Public, State of Wisconsin
My commission Expires: 2.25.27

Drafted by:
Eric Obarski
Neumann Developments, LLC
N27 W24025 Paul Court, Suite 100
Pewaukee, WI 53072

Exhibit A
Legal Description

Lots 66 - 94 of Olde Highlander Addition #1, City of Oconomowoc, Waukesha County, Wisconsin

25

**DECLARATION OF
PROTECTIVE COVENANTS
OF THE OLDE HIGHLANDER
SINGLE FAMILY**

4776543

REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON

July 26, 2024 09:38 AM
James R Behrend
Register of Deeds

39 PGS
TOTAL FEE: \$30.00
TRANS FEE: \$0.00

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THIS DECLARATION OF PROTECTIVE COVENANTS OF THE OLDE HIGHLANDER SINGLE FAMILY (the "**Declaration**") is made and entered this 23rd day of July, 2024, by OLDE HIGHLANDER, LLC, a Wisconsin limited liability company ("**Declarant**").

RECITALS

WHEREAS, Declarant owns the real estate located in the City of Oconomowoc, Waukesha County, Wisconsin, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "**Property**").

WHEREAS, upon approval and recording of the plat for the Subdivision (as hereinafter defined), the Subdivision will be a platted subdivision consisting of Sixty-five (65) single family lots and (9) out-lots ("Phase 1"), as more particularly described on Exhibit A and as depicted on Exhibit B as out-lot. Only lots 1-44 as created on the Olde Highlander plat are subject to these declarations. They are attached hereto and incorporated herein. Out-lots as created on the Olde Highlander plat are not subject to these declarations.

WHEREAS, when fully expanded, the Declarant anticipates that the lots created now or in the future in the Subdivision will be grouped in physical proximity and organized around different sets of building styles, which together shall be known as the Olde Highlander Single Family Community. The Declarant anticipates that the Olde Highlander Single Family Community will eventually consist of up to two (2) distinct neighborhoods, to be known as The Villas at Olde Highlander ("**The Villas**"), and The Estates at Olde Highlander ("**The Estates**"). By this Declaration, the Declarant desires to impose restrictions on the Olde Highlander Single Family Community in Phase I, which includes portions of The Villas, and The Estates, and to provide for the future inclusion of additional portions of the Olde Highlander Single Family Community.

WHEREAS, As outlined in this Declaration, Phase 1 and expansion areas shall be managed by a Home Owners Association, the "Association". Declarant may also form a "Master Association" which, in addition to managing the Association, may also manage one or more condominium communities within the Expansion Area. As part of this Master Association, Declarant may construct, or allow to be constructed in the future, one or more Common Improvements which shall be made available to all Lot Owners. Declarant may establish and impose certain provisions, restrictions, conditions, and easements with the Master Association.

Name and Return Address:

Olde Highlander, LLC
c/o Neumann Developments
N27 W24025 Paul Court, Suite 100
Pewaukee, WI 53072
ATTN: Eric Obarski

Tax Key No.

OCOC0609994012; OCOC0609994004
OCOC0609994012; OCOC0609994013
OCOC0609994015; OCOC0609994014

Provisions of the Master Association, if any, shall constitute covenants running with the land which shall be binding upon Declarant, its successors and assignees and all subsequent owners and occupants of all or any part of such real property, and

WHEREAS, at the time of this Declaration, the Declarant desires to subject lots 1 - 44 of Phase I of the Subdivision, to the covenants, conditions, restrictions, reservations, and easements hereinafter set forth, for the benefit of the Subdivision as a whole, and for the benefit of each Lot Owner (as hereinafter defined).

DECLARATION

NOW, THEREFORE, Declarant, as fee owner of the Property, hereby declares that lots 1-44 of Phase I of the Subdivision and all portions thereof shall be used, held, leased, transferred, sold, and conveyed subject to the covenants, conditions, restrictions, reservations and easements hereinafter set forth, which shall inure to the benefit of and shall pass with each Lot (as hereinafter defined) as covenants running with the land and shall apply to and bind all successors in interest, users and owners.

The general purpose of this Declaration is to: (1) promote the harmonious development of the Subdivision into a high quality residential community while protecting the natural beauty and quality of the environment; (2) help ensure that the Subdivision will become and remain an attractive community; (3) guard against the erection of poorly designed or poorly proportioned structures; (4) require harmonious use of building materials; (5) be in compliance with Municipal (as hereinafter defined) codes and ordinances; (6) require participation in the Olde Highlander Master Association, Inc.; and (7) provide for the expansion of the Subdivision consistent with this Declaration.

ARTICLE 1. DEFINITIONS

Capitalized terms not otherwise defined in this Declaration shall have the assigned definitions:

1.1 **"Association"** shall mean The Olde Highlander Single Family Homeowners Association, Inc., the members of which shall be all Owners (as hereinafter defined) of Lots (as hereinafter defined) in the Subdivision.

1.2 **"ACC"** shall mean the Architectural Control Board as established by the Declarant.

1.3 **"Amenity Area"** shall mean that area as more particularly described in Section 7.5. The area shall be a Common Area and any improvements which may be constructed in the Amenity Area shall be Common Improvements.

1.4 **"Association Insurance"** shall mean all policies of insurance as may be maintained by the Association under this Declaration.

1.5 **"Board"** or **"Board of Directors"** shall mean the governing body of the Association, elected according to the Bylaws.

1.6 “**Building**” shall mean any freestanding structure located in the Subdivision. A “**dwelling**” or a “**home**” is a Building intended for occupancy in accordance with Section 6.1.

1.7 “**Bylaws**” shall mean the Bylaws of the Association as adopted by the Board.

1.8 “**Common Areas**” shall mean the easements, Outlots [other than the Expansion Area], Amenity Area, Trail System, and those areas identified on that certain Plat of Subdivision as recorded in the Register’s Office as Common Areas. Each Owner shall have an equal undivided interest in the Common Areas, and all deeds and other conveyances of any Lot shall be deemed to include such interest in the Common Areas, whether or not so specifically stated in any such deed or other conveyance.

1.9 “**Common Improvements**” shall mean all personal property, fixtures, structures, improvements, signs, Storm Water Facilities, landscaping, utilities, Mailbox CBUs, Buildings or other improvements made by the Developer or the Association in the Common Areas, cul-de-sac islands and medians.

1.10 “**Community**” shall mean a series of Lots designated in this Declaration or an amendment as being grouped together for purposes of administration of this Declaration.

1.11 “**County**” shall mean the County of Waukesha, Wisconsin.

1.12 “**Declarant**” shall mean Olde Highlander, LLC and its successors and assigns pursuant to Section 15.7 of this Declaration.

1.13 “**Declaration**” shall mean this Declaration as the same may be amended from time to time.

1.14 “**Developer**” shall mean Olde Highlander, LLC.

1.15 “**Director**” shall mean a member of the Board.

1.16 “**Documents**” shall mean the Articles of Incorporation of the Association, the Bylaws, the Rules, and this Declaration, as they may be amended from time to time.

1.17 “**Easement**” shall mean an area on a Lot or in the Subdivision to which has been granted the right of use to an Owner, the Association or a third party for a limited purpose and shall be identified as shown on the Plat. An Owner shall not build, plant or create any obstruction on, over, under or through an Easement, except as consistent with the express, written grant of said Easement rights.

1.18 “**Expansion Area**” shall mean any land in general physical proximity to the Subdivision as described in Section 11.2.5. Including but not limited to the Outlots shown on the Plat and parcels adjacent to the Subdivision.

1.19 “**Lot**” shall mean a platted lot intended for construction of a home as shown on the Plat. The reference to a Lot by a number shall mean that particular Lot as shown on the Plat. The term “Lot” will also include any platted lot intended for construction of a home as shown on any

amendment to the Plat or additional plat of any Outlot, which lots are included in any amendment expanding the jurisdiction of this Declaration under Section 11.2.

1.20 "**Master Association**" shall mean the Olde Highlander Master Homeowners Association as may be created by the Declarant; the members of which shall be the Association created to manage the Subdivision, including expansion areas and the Association, created to manage the condominium community, if any.

1.21 "**Mortgage**" shall mean a recorded first lien mortgage against a Lot or the vendor's interest under a recorded first lien land contract relating to a Lot.

1.22 "**Mortgagee**" shall mean the holder of a Mortgage.

1.23 "**Municipality**" or "**Municipal**" shall mean the City Of Oconomowoc, Wisconsin.

1.24 "**Natural Materials**" shall mean any building material that is naturally forming or generally composed of natural materials. Examples shall include, but not be limited to wood, cement board, LP SmartSide Siding, brick, stone, plaster or other as determined by the ACC. Materials specifically excluded in this definition include, but are not limited to, vinyl, aluminum, fabricated wood panel wall sheathing or other materials as determined by the ACC.

1.25 "**Occupant**" shall mean the Owner and any other person residing in a Building.

1.26 "**Owner**" shall mean each fee simple owner or land contract vendee of a Lot. The Declarant is an Owner with respect to Lots to which it holds title.

1.27 "**Outlot**" or "**Outlots**" shall mean an Outlot as shown on the Plat, and any subsequent plats. The reference to an Outlot by a number shall mean that particular Outlot as shown on such Plat.

1.28 "**Pet**" shall mean a domestic cat, a domestic dog, service animal and emotional support animal, a single caged bird or common small tank fish.

1.29 "**Plat**", "**Plat of Subdivision**", or "**Final Plat**" shall mean the Plat of Olde Highlander, as recorded with the Register's Office on 7/26/2024 as Document No. 4776542 and attached hereto as Exhibit B.

1.30 "**Register's Office**" shall mean the office of the Register of Deeds for Waukesha County, Wisconsin.

1.31 "**Rules**" shall mean rules established by the Association governing the administration of the Common Areas and Common Improvements.

1.32 "**Storm Water Facilities**" shall mean the storm water basins installed in Outlots together with the easements as shown on the Final Plat.

1.33 "**Storm Water Management Agreement**" shall mean that certain Storm Water Management Practice Maintenance Agreement executed by Declarant and recorded with the Register's Office.

1.34 “*Storm Water Permit*” shall mean the permit as issued by the Municipality, as shall be assigned to the Association, for the maintenance and upkeep of the Storm Water Facilities.

1.35 “*Subdivision*” shall mean all of the Lots and Outlots, as more particularly described on Exhibit A and as depicted on the Plat attached hereto as Exhibit B.

1.36 “*The Estates*” shall mean the future Neighborhood designated as The Estates at Olde Highlander. In Phase 1, Lots 1 through 16 comprise the Estates.

1.37 “*The Villas*” shall mean the Neighborhood designated as The Villas at Olde Highlander. In Phase I, Lots 17 through 44 comprise The Villas.

1.38 “*Trail System*” shall mean the paved trail system and related amenities as may be located on and over certain Outlots as depicted on the Plat and further described in the Trail System Easement Agreement.

1.39 “*Trail System Easement Agreement*” shall mean that certain Perpetual and Permanent Trail System Access Agreement by and between Declarant and the Municipality and recorded with the Register’s Office.

ARTICLE 2. ARCHITECTURAL CONTROL

2.1 Architectural Controls: Restrictions on Development.

2.1.1 Architectural Control Committee. So long as Declarant has title to any Lot subject to this Declaration, including the Expansion Area, the ACC shall consist of three (3) members appointed in writing by Declarant. The Declarant appointed members are not required to be Lot Owners in the Subdivision. All members of the ACC shall serve at the pleasure of the Declarant. The Declarant shall surrender the selection of the members of the ACC upon the earlier of: (a) thirty (30) days from Declarant’s conveyance of the final Lot, including any Lots which may be platted within the Expansion Area as provided in this Declaration, to an Owner who has been granted an occupancy permit and intends to reside on the Lot; (b) ten (10) years from the date of this Declaration; or (c) Declarant’s election to waive its rights to control the ACC. Upon Declarant’s surrender of the ACC as provided above, the members of the ACC shall be elected by the Board, provided, however, that if selected by the Board, a representative of Declarant may serve on the ACC. Notwithstanding the election of the new members of the ACC, the approval of Drawings for the initial construction of a home on a Lot shall not be effective without the express prior consent of the Declarant; approval of Drawings for other matters will not require Declarant’s approval. For the avoidance of doubt, for purposes of this Section a “bulk” or multi-Lot conveyance to a party who is not intending to occupy the property conveyed shall not be considered a conveyance for purposes of (a) above.

2.1.2 No Development Without Prior Approval. Not less than ten (10) days prior to each time any of the following is proposed to occur:

- (a) commencement of construction of any Building or other improvements or alteration on any Lot; or

(b) the reconstruction of any Building or other improvements on any portion or portions of such property following a casualty loss thereto; or

(c) the demolition of any Building or other improvements on any portion or portions of such property; or

(d) the initial painting, or subsequent decoration or alteration of the exterior of any Building or other improvement on such property; or

(e) the installation of items such as, but not limited to, solar panels, wind-driven energy devices, awnings, enclosure, hot tub, deck, swimming pool, mailboxes, fences, berms or other features on any such property;

the Owner(s) of such property shall submit to the ACC for consideration as described below three (3) copies of written information, which shall include a survey of such property prepared by a licensed surveyor or the equivalent, as approved by the ACC for the particular submission, ("**Drawings**") showing:

(1) the location, size, elevations and type of Building(s) and other improvements, including, but not limited to, homes, garages and fences or other matters proposed to be erected or reconstructed on such property,

(2) detailed plans and specifications for construction or reconstruction, including building material, type and color, and plans to screen the demolition, construction or reconstruction from view,

(3) the proposed landscaping, including any fences or walls, and

(4) the proposed location and specifications for utilities servicing such improvements.

The Drawings shall be submitted in 11x17 format and reflect the proposals in (1) through (4) above, which are appropriate to be shown on the survey. Any of the actions described in clauses (a) through (e) above may be taken (subject to Section 2.1.3 below) on or after the date on which the ACC approves or does not object or is deemed to have done so as provided in Section 2.1.3 below, unless such time periods are waived by the ACC in its sole discretion where the ACC believes that such earlier commencement is consistent with the purposes of this Declaration. No action described in paragraphs (a) through (e) above shall take place without the approval by the ACC of the Drawings for such action, except if the action is the repair or replacement of previously approved exterior features with features that are identical or if the action is the repainting of an exterior surface with paint of the same color.

The Municipality may also require permits prior to proceeding with the development activities for the items listed above.

2.1.3 Standards and Procedural Matters of Consideration. The ACC shall not unreasonably refuse to consider submitted Drawings provided that any fees imposed for review have been paid. In considering any Drawings, the ACC shall consider, among other factors,

whether all of the improvements and the lighting, exterior finishes (such as materials, decorations, and paint color), landscaping, the placement and protection of trees and such other matters proposed in such Drawings comply with the terms of this Declaration and the Municipality's ordinances and otherwise are, in the ACC's sole opinion, in keeping with and do not detract from the harmony of the external design of, or depreciate any portion of the Property, whether then undeveloped, developed or in the process of development, even if the Drawings otherwise do not breach any other standard set forth in this Declaration. The ACC may approve Drawings (absolutely or conditionally), may object to Drawings (absolutely or conditionally), or may state that it has no objection to Drawings (absolutely or conditionally). Approval must be express and in writing. The failure of the ACC to approve, object to, or acquiesce conditionally as provided above within thirty (30) business days after submittal of the complete Drawings and payment of any review fees shall be deemed to be the ACC's acceptance of the Drawings as submitted. If the ACC objects to Drawings in whole or in part for any reason, the submitting Owner shall thereafter resubmit Drawings to the ACC with such revisions as are required. Each time an Owner so submits the Drawings, the ACC shall have the right to approve, acquiesce conditionally or object to the Drawings as described above in the time periods as measured from the last submittal. Following the ACC's approval of the Drawings, the improvements described therein shall be developed strictly in accordance with the approved Drawings and requirements. If the approved improvements are not completed within one (1) year of their initial approval, then such approval shall be deemed withdrawn and the same or different Drawings required to be submitted or resubmitted, as the case may be; provided that the ACC may, in its discretion, extend such period by up to an additional six (6) months if it reasonably determines that delay has been primarily caused by factors outside of the control of the Owner; and provided further that the initial driveway need not be completed until the time period specified.

2.1.4 Prior Approval for Changes. If after the completion of the improvements to an affected Lot, the Owner thereof desires to construct any additional improvements or to substantially alter the then existing improvements or the grade of the affected Lot, the Owner shall comply with the provisions of Section 2.1.2 above. A proposed alteration will be deemed substantial if it affects the grade of the affected Lot or the location or exterior appearance of the approved improvements.

2.1.5 Procedures and Budget. The ACC may set its own operating procedures consistent with this Declaration and any limitations hereafter imposed by the Board. The costs of operating the ACC shall be assessed by the Association as common expenses, except as permitted below. The ACC may, but need not, require the payment of a review fee in connection with the submittal of any Drawings pursuant to a written policy. The ACC may engage consultants (e.g., architects, engineers or attorneys) either on a general or on a case-by-case basis, and the costs thereof may be charged to the applicant. The members of the ACC shall not draw any compensation for serving thereon, but may be reimbursed for expenses incurred in performing their duties. All funds relating to the ACC shall be handled by the treasurer of the Association.

2.1.6 Separate Municipal Approval. Matters which require approval of the ACC may also require the approval of the Municipality. Obtaining approval from the ACC and from the Municipality is the sole responsibility of the Owner desiring approval. Approval of Drawings by the ACC shall not be deemed approval by the Municipality, and approval by the Municipality shall not be deemed approval by the ACC. ACC interpretations of Municipal ordinances are not binding on the Municipality.

2.1.7 Uniformity Standards. Certain standards of architectural control are set forth below. The ACC may adopt additional written standards of uniformity, setback, grading, landscaping, basements, roofing, or exterior, whether generally or for certain types of improvements. The ACC may enforce any standard even if it has, expressly or by acquiescence, permitted previous deviations from such standard.

2.1.8 Indemnification. Each member or former member of the ACC, together with the personal representatives and heirs of each such person, shall be indemnified, defended, and held harmless by the Association from and against any and all claims, actions, suits, proceedings (including criminal proceedings), losses, costs, damages and expenses, including, without limitation, reasonable attorneys' fees and costs, asserted against, incurred by, imposed in connection with, related to, or resulting from service as a member of the ACC, except as to matters resulting in a final determination of negligence or willful misconduct on the part of such member. In the event of settlement of such proceeding, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of negligence or willful misconduct in the performance of such person as a member in the matter involved. This right of indemnification shall be in addition to all other rights and defenses. All liability, loss, damage, cost and expense incurred or suffered by the Association in connection with this indemnification shall be a common expense. Nothing in this subsection shall be deemed an indemnification of such person with respect to such person's status as an Owner, Occupant or otherwise.

2.2 Antennas. No antenna, aerial, satellite dish or cable for television or radio reception which is greater than 36" in diameter shall be erected or installed on or in any roof or any other portion of a Building, on any Lot, or on the unimproved portions of such properties, except as erected or installed by Declarant, the Association, or any individual Owner with written approval of the ACC, and, in each case, in compliance with Municipal ordinances.

2.3 Minimum / Maximum Home Size Requirements. Only one single-family home not to exceed two stories in height may be constructed on each Lot. The following types of homes on Lots shall have the following minimum sizes:

HOME TYPE:

MINIMUM SIZE:

The Villas:

One story	1,500 square feet
More than one story	1,750 square feet

The Estates:

One story	1,900 square feet
More than one story	2,200 square feet

For purposes hereof, "more than one story" includes homes referred to as one and a half story, two-story, split level or bi-level. The type of home and the number of square feet shall be determined on a uniform basis by the ACC and shall not include basement, attic, garage, porch or patio areas in the computation.

2.4 Garages / Driveway.

2.4.1 The Villas. Each residence within The Villas shall have a garage for not less than two cars attached to the residence containing a minimum of 440 square feet. Any architectural features, brick or stone placement on a two-car garage must be extended to a three-car garage if applicable. All garage doors facing the street shall be decorative garage doors with either glass inserts or have architectural design such as carriage style or similar.

2.4.2 The Estates. Each residence within The Estates shall have a garage for not less than two cars attached to the home containing a minimum of 500 square feet. Any architectural features, brick or stone placement on a two-car garage must be extended to a three-car garage if applicable. The front face of a three-car garage cannot be flush across the front. At least one garage front of a three-car garage must be staggered from the face of the other garage door(s). All garage doors facing the street shall be decorative garage doors with either glass inserts or have architectural design such as carriage style or similar.

2.4.3 Driveways. All drives shall be asphalt or concrete or some other hard surface as approved by the ACC and shall be installed no later than twelve (12) months from occupancy. No permanent gravel drive will be permitted.

2.5 Certain Exterior Features. With respect to the construction of a Building on a Lot or other improvement to a Lot:

2.5.1 Exterior Siding. Buildings may be sided with vinyl, cement board stucco or stone and soffits may be aluminum material. On all elevations, window and door wraps shall not be vinyl and shall be at least four inch (4") nominal in width and used on all locations except on windows with shutters. Corners on all elevations shall not be vinyl and shall be six inch (6") trim boards. The ACC shall be acting reasonably if it disapproves the Drawings, or any portion thereof, for a home because such home would be similar in appearance, or color, to other homes in close proximity, as determined by the ACC. In addition, the following shall apply:

(a) The Villas. The front elevation in the Villas must contain at least one prominent architectural feature or a stone or brick accent. If used, stone or brick must terminate at an inside corner, or it may terminate at a corner board that is at least (six inch) 6" in width. All elevations of homes shall require a minimum of three (3) architectural elements for each elevation. Architectural elements shall include any window, door, closed shutter (false window), fypon, horizontal trim, or break in elevation or foundation.

(b) The Estates. The front elevation in the Estates must have a minimum of twenty-five percent (25%) stone or brick. The stone or brick must terminate at an inside corner whenever possible. If that is not possible, it may terminate at a corner board that is at least (six inch) 6" in width. Side elevations of homes shall require a

minimum of three (3) architectural elements for each ranch elevation and five (5) architectural elements for each two-story elevation. Architectural elements shall include any window, door, closed shutter (false window), fypon, horizontal trim, or break in elevation or foundation.

(c) ACC Discretion. The ACC shall be acting reasonably if it disapproves the Drawings, or any portion thereof, for a home because such home would be similar in appearance to other homes in close proximity, as determined by the ACC.

2.5.2 Roof.

(a) The Villas. A residence within The Villas shall have a roof made of dimensional shingles, or better, with a minimum pitch ratio of 6:12 with 8:12 for front facing gables, or such other pitch as is specifically approved by the ACC. "3-tab" shingles shall not be allowed.

(b) The Estates. A residence within The Estates shall have a roof made of dimensional shingles, or better, with a minimum pitch ratio of 8:12 with 10:12 for front facing gables, or such other pitch as is specifically approved by the ACC. "3-tab" shingles shall not be allowed.

2.5.3 Fences.

(a) The Villas and The Estates. All fences are subject to review and approval by the ACC and are subject to applicable Municipal ordinances, governmental easements and building codes. Fences shall not exceed forty-eight inches (48") in height, shall be constructed of ornamental/decorative metal (wrought iron or aluminum) and be black in color. Stone or masonry columns may be used at corners and in lieu of posts. Chain-link, natural wood, stockade fences, white vinyl fencing and other fencing materials are not allowed. Fences shall be installed no closer than twenty-four inches (24") from any property line. Fences shall not be located on a public easement area, drainage area, right of way, or the Common Areas.

2.5.4 Patio Screening.

(a) The Villas and The Estates. All privacy screening of patios, yards, etc. is subject to review and approval by the ACC and is subject to applicable Municipal ordinances and building codes. Attractive wooden or composite screen panels or privacy barriers for patios may be approved by the ACC in writing, provided they do not exceed six (6) feet in height or create a complete enclosure. The ACC may, in its sole discretion, consider barrier location, materials, design and construction details in reviewing or approving any requests for patio screening. Attractive uses of trees or other plantings for the purpose of screening may be approved by the ACC in writing, provided that they are spaced a minimum of ten (10) feet apart and are installed in a staggered manner.

2.5.5 Grading. No soil shall be removed from any Lot nor may excess soil stored on any Lot (except for prompt use for backfilling, finish grading or landscaping) unless in either case contemplated by the approved Drawings. Even if so approved, the final grades (sometimes

called a "finish grade" or "master grade") of a Lot must conform to grading plans approved by the Municipality. The ACC shall be acting reasonably if it requires that, on Lots with significant grades as determined by the ACC, portions of basement walls be exposed to allow for a more natural transition between homes. Any such exposed basement or foundation walls shall be covered with suitable material consistent with the overall architecture of the home.

2.5.6 Pools. Only in-ground pools may be installed on a Lot (above-ground pools are not allowed) and only with approval of the ACC, which approval shall not be construed as a review of conformance to the Municipal or other regulatory bodies' requirements. Pools shall be completely enclosed by a wall or fence of a minimum of four foot (4') elevation, with a self-closing or self-latching gate or door (at the top of such gate or door) with at least four feet (4') clearance between the fence and the pool. Owner is responsible to ensure conformance to applicable Municipal and State of Wisconsin codes and ordinances to insure conformance to size, setbacks and any other requirements.

2.5.7 Mailboxes, CBUs

(a) CBUs. The term "**CBU**" shall mean the Cluster Box Unit installed along the roadway or in a Common Area serving the postal needs of each home. The Developer shall direct the HOA to install CBUs in locations as approved by the USPS. The Declarant will provide each Lot owner a layout for placement of the mailboxes in the Subdivision in locations as determined USPS. If any CBU is damaged, destroyed, stolen, or any other adverse effected, the HOA shall be responsible, on behalf of the Lot Owners, to repair the defect in a timely manner and at the HOA's expense. The HOA shall issue all the keys for a box to a Lot Owner at the INITIAL occupancy of each home and the HOA. The Association will be responsible for providing a clear path free of snow or debris to the CBUs for the mail delivery carrier and residents. Upon the initial request from an Owner, the Association shall turn over all of the mailbox keys for that respective unit to the initial Owner in exchange for a signed agreement from the Owner. In the event keys are damaged, lost or not transferred to subsequent Owners; the current Owner shall have sole responsibility for coordinating obtaining keys to their box in the CBU and payment of all costs incurred.

2.5.8 Exterior Illumination/Lighting

(a) All Homes in the Subdivision are required to have outdoor lighting illuminating the front entrance to the home. Owners are required to install, operate, and maintain a minimum of two (2) photo electric lights that operate from dusk to dawn on the street facing elevation of the home.

(b) At the option of the Owner and in addition to the requirement stated above, the Owner may install a lamppost that consists of a black post that is 96 inches in height with a tapered base and a black post mounted lantern above with a minimum lantern width/diameter of 12 inches and shall be operational before occupancy. If installed, the lamppost must be located in the front yard, generally ten feet (10') from the edge of the driveway and no more than fifteen feet (15') from the front of the house or sidewalk, on the front door side of the driveway. Each lamppost shall be fitted with a photocell that

automatically energizes the lamps at dusk and de-energized the lamps at dawn. Owner shall maintain the lamppost in operational condition.

2.5.9 Utilities. All utilities servicing the Lot shall be installed underground.

2.5.10 Alternative Energy. No solar collectors, wind turbines, or other exterior energy producing devices shall be erected or installed unless approved by the ACC.

2.5.11 Dog Kennels. Dog kennels shall not be allowed on any Lot even where one would otherwise be permitted by Municipal ordinance or code.

2.5.12 Play Equipment. If an Owner chooses to install a play set of any size, whether temporary or permanent, said playground equipment must be approved in advance by the ACC and conform to Municipal codes and ordinances. Play equipment shall be located a minimum of ten feet (10') away from any property lines.

2.5.13 Outbuildings. Storage sheds or outbuildings of any size, temporary or permanent, shall not be permitted under any circumstance.

2.6 Grading and Landscaping.

2.6.1 Master Grading Plan. Declarant has established a master surface drainage plan consistent with the master grading plan on file with the Municipality (the "**Master Grading Plan**") designating the manner in which each Lot shall drain in relation to all other Lots. Compliance of all grading and construction work to the Master Grading Plan is important to the effective drainage of all Lots and affects the value of all Lots. Within sixty (60) days after substantial completion of a dwelling on any Lot, the Owner shall grade the Lot to conform to the Master Grading Plan. Each Owner will take such action as is reasonably necessary to maintain the grading and landscaping of the Owner's Lot in accordance with the Master Grading Plan, and shall refrain from taking actions which would cause the grading or landscaping to not conform to the Master Grading Plan without Municipal and ACC approval. Declarant and the Association shall each have the right to enter upon any Lot at any time for the purpose of inspection, maintenance, correction of any drainage condition, and the Owner shall be responsible for the cost thereof. Despite Declarant's efforts to prepare a Master Grading Plan which will achieve the effective and efficient drainage of storm water from and within the Subdivision, Declarant does not warrant or represent that the Master Grading Plan will achieve any particular effect. Building envelopes are shown on the Plat. Any deviations to the Master Grading Plan shall require review and approval by the Municipal Engineer prior to the issuance of the building permit.

2.6.2 Landscaping.

(a) The Villas. Each Lot with a home in The Villas must plant and maintain a minimum of one (1) - 2" caliper ornamental tree located in the front yard or in a planting bed and a minimum of eight (8) foundation plantings and mulched/stone bed along the front foundation wall or foundation wall adjacent to the front entrance.

(b) The Estates. Each Lot with a home in The Estates must plant and maintain a minimum of one (1) - 2" caliper ornamental tree located in the front yard or in

planting bed, and a minimum of ten (10) foundation plantings and mulched/stone bed along the front foundation wall or foundation wall adjacent to the front entrance.

(c) Vegetative Cover. Each individual Lot Owner shall be responsible for installing and maintaining vegetative cover (a lawn or landscaping) on all exposed soil on their Lot to prevent erosion of the soil into unwanted locations. This vegetative cover must be installed within sixty (60) days of obtaining occupancy of the home or, in the case of winter occupancy as outlined in item (e) below. Note that other materials are allowable around the foundation and paved surfaces including, but not limited to gravel, mulch, brick or any other material that will reduce erosion and permanently stabilize the disturbed areas of soil. If the Owner of any Lot, after reasonable written notice from the Association, fails or refuses to install vegetative cover as described herein, or maintain it as required above, the Association, through its duly authorized agents or employees, shall have the right to enter upon said Lot at reasonable hours to perform said landscaping and/or maintenance. The costs of the materials and labor to perform such landscaping and/or maintenance shall be assessed against said Lot in accordance with Municipal codes or ordinances, or the Wisconsin State Statutes. This restriction for vegetative cover does not apply during the winter months when growing conditions will not allow the establishment of vegetation cover. In such an event the Owner shall be required to establish vegetative cover within sixty (60) days of proper growing conditions. The growing season for this area is anticipated to be from mid-April to mid-October.

2.6.3 Street Tree Plantings. In addition to lot plantings performed by owners under Section 2.6.2 of this Declaration, street trees shall be installed by the Developer as directed by the City of Oconomowoc, in accordance with the approved landscape plan attached to this Declaration as Exhibit A.

2.6.4 Irrigation. Irrigation systems for lawns and planting beds, if installed, shall utilize irrigation controllers and components that conform to the Environmental Protection Agency's "Water Sense" criteria. If such criteria are no longer available, the ACC may substitute a different standard. Controllers shall be equipped with a precision soil sensor and rain sensor, as minimum components. Controllers and equipment shall be installed, programmed and maintained according to manufacturer's recommendations. If the model of controller specified above is, in the opinion of the ACC, no longer readily available or available at reasonable cost, the ACC may choose a different controller from time to time as the standard. The ACC may also permit use of other products from other manufacturers, with similar features, as "or equal" products.

2.6.5 Easements. Plantings in the public and private easements may not be permitted by terms of the easement and should be avoided. Plantings within easements will be at-risk for removal by the Municipality and may be subject to damage or removal for maintenance and/or repair operations.

2.7 Municipal Codes and Ordinances. All items in this Article 2 shall be subject to Municipal codes and ordinances, as may be modified from time to time.

ARTICLE 3. ASSOCIATION OF OWNERS

3.1 Administration. Declarant shall establish the Association, which shall be incorporated as a Wisconsin nonstock corporation, and shall adopt Bylaws for its governance and administration of the Common Areas and Common Improvements. The Board may, but need not, from time to time adopt and amend Rules that are binding on all Owners and Occupants. The Board shall administer and enforce the Common Areas, the provisions of this Declaration and the Bylaws, the Rules, and all other uses of and restrictions on the Property such as easements. Until the establishment of the Association, all powers of the Association shall be exercised by Declarant.

3.2 Membership and Voting. Effective as of the date of purchase or creation of a Lot, each Owner shall be a member of the Association. In the Association, the Owner(s) of each Lot shall be entitled to one vote for each Lot owned. If one or more Lots change their status to some other form of ownership, the votes appurtenant to each original Lot shall not be changed. No member shall be permitted to vote if such member is more than thirty (30) days delinquent in the payment of any amount due to the Association under Article 4 of this Declaration.

3.3 Control of Association. Declarant shall have the right to appoint and remove Directors of the Association and to exercise any and all powers and responsibilities assigned to the Association, the Board, or its officers, by the Articles of Incorporation, Bylaws, this Declaration or the Wisconsin Nonstock Corporation Law (as amended from time to time), which rights shall expire upon the earlier of: (a) thirty (30) days from Declarant's conveyance of the final Lot, including any Lots which may be platted within the Expansion Area as provided in this Declaration, to an Owner who has been granted an occupancy permit and intends to reside on the Lot; (b) fifteen (15) years from the date of this Declaration; or (c) Declarant's election to waive its rights to control the Association. Upon Declarant's surrender of its rights to control the Association as provided above, the Directors shall be elected by the majority vote of the Owners within the Subdivision. For the avoidance of doubt, for purposes of this Section a "bulk" or multi-Lot conveyance to a party who is not intending to occupy the property conveyed shall not be considered a conveyance for purposes of (a) above.

3.4 Management. The Association may employ a professional management agent or company to assist in carrying out its duties regarding the Common Areas, the Common Improvements, and this Declaration, with such experience and qualifications and on such terms and conditions as are acceptable to the Board. Any such agreement must be terminable by the Board, without cause, upon 90-day notice without payment of any penalty.

ARTICLE 4. ASSESSMENTS

4.1 Budget and Assessments.

4.1.1 Deposit. In addition to the Lot purchase price, each Owner will deposit an initial fee with the Association as an initial assessment; amount as stated in the purchase documents. The deposit must be made at the time of closing of the initial purchase of the Lot by an Owner intending to occupy a home on such Lot. Two Hundred and Fifty Dollars (\$250) of this initial fee shall be forwarded to the Master Association upon receipt.

4.1.2 Assessments. The Association shall have the power to levy an annual assessment against each Lot for the purpose of defraying, in whole or in part, the costs incurred by the Association, including costs to operate the Amenity Area improvements that are unique to the single-family development, the cost of any assessments levied from the Master Association, and to fund capital accounts. Such annual assessment shall be levied by the Association as of March 1st of each year, and a statement for such amount shall be mailed to the owner of each Lot as of such date and shall be payable on or before March 31st of each year. The Association may from time to time permit the payment of the annual assessment on a monthly or other basis, but the entire assessment remains due.

4.1.3 Budget. The Association shall annually adopt a budget of common expenses and levy assessments on the Lots based on such budget as provided above, allocating such assessments equally to each Lot, subject to the limitations herein. The budget shall include amounts representing assessments that are bad debts, and a reserve for contingencies and replacements for the Amenity Area as provided in Section 7.5 and may include a replacement reserve for any other purpose determined by the Board in its reasonable discretion, which in each case shall constitute part of the general assessments. Until a new budget is adopted, the prior year's budget shall remain in effect.

4.1.4 Collection. The Association may delegate to a third-party manager or collection agent the authority to collect any assessments.

4.1.5 Special Assessments; Fines. The Association may also levy: (a) special assessments on all Lots for any purpose for which a general assessment or special assessment may be levied; or (b) fines on particular Owners for the purpose of collecting any amounts due the Association or enforcing compliance by such Owners with any provision of this Declaration, the Bylaws or any Rules. The Board may adopt a Rule to impose uniform charges for services which the Association provides related to transfer of Lots, review of proposals under Article 2, and the like. The Board may adopt an initial budget showing the anticipated amounts necessary to cover common expenses.

4.2 Installments; Late Payments. General assessments shall be levied on an annual basis, but shall be due and payable on March 31st, or as determined by the Board from time to time and as set forth herein. Special assessments shall be due and payable at such time and in such manner as the Board may determine. If an assessment is not paid when due then such assessment shall become delinquent and shall accrue interest at the rate of twelve percent (12%) per annum until the assessment is paid in full. Any assessment or installment of an assessment not paid within ten (10) days of its due date may also be subject to a late charge and/or interest as set forth in the Bylaws and/or in the Rules.

4.3 Enforcement; Liens. All general and special assessments which are not paid when due shall constitute a lien on the Lot; and shall be collectible and enforceable by the Association by suit against the Lot Owner, by foreclosure of the lien, and/or in any other manner or method provided under this Declaration or laws of the State of Wisconsin. The lien granted hereunder shall also cover and include all interest accruing on delinquent assessments, plus costs, expenses and attorneys' fees for collection. The Association shall have the exclusive right and power to collect or enforce collection of all general and special assessments and shall further have the exclusive right to bring any and all actions and proceedings for the collection thereof and/or the

enforcement of liens arising therefrom. The Association may bring an action at law against any Lot Owner personally to collect such assessments and/or to foreclose the lien for such assessments against the Lot (in the same manner and method as an action to foreclose a real estate mortgage). The Association may purchase a property upon foreclosure of its lien. Under Section 3.2 an Owner delinquent in payments may in some cases not be permitted to vote on matters before the membership of the Association.

4.4 Association Statements. Within five (5) business days of written request from an Owner or a Mortgagee, the Association shall provide a letter stating the existence and amount of outstanding general or special assessments against the Owner's property, if any. Notwithstanding anything to the contrary in the preceding sentence, all property conveyed by Declarant shall be deemed conveyed free from outstanding general, special or working capital assessments and no such letter shall be required or given as to such property.

4.5 Common Expenses and Surpluses. Common expenses and surpluses shall be allocated in the same manner as general assessments are allocated. All common surpluses for each fiscal year shall be retained for common expenses for the next succeeding fiscal year.

4.6 No Fees or Assessments in Event of Tax Forfeiture. Neither Waukesha County nor the Municipality shall be liable for any fees or special assessments in the event that Waukesha County or the Municipality become the owner of one or more Lots by reason of tax delinquency.

ARTICLE 5. MAINTENANCE AND ALTERATIONS

5.1 Owner Responsibility. Each Owner or Occupant shall reimburse the Association for the cost of the Association's repair or replacement of any portion of the Common Areas or Common Improvements (including the Amenity Area, if any) damaged through the fault or negligence of such Owner/Occupant or such Owner's/Occupant's family, guests, invitees or tenants. Each Owner shall, at the Owner's cost, even if no home has been constructed by such Owner, maintain the yard, including the cutting of grass and snow removal from driveways and, if any, sidewalks, in an orderly and neat manner and shall maintain all structures on the Lot in good repair and condition.

5.2 Association Responsibility. The Association shall maintain in good condition and repair, including snow removal, replace and operate all of the Common Areas and Common Improvements, including easements, landscaping, trees and plantings in the Common Areas and trimming of such landscaping. The Association may, in its discretion, install additional Common Improvements in the Common Areas. Each Owner shall be responsible for its share of the cost for such activities. The Association shall release and indemnify the Municipality for any maintenance responsibilities with respect to same.

5.3 Municipal Responsibility. The Municipality shall have no responsibility for maintenance or alteration under this Article 5. In the event the Association does not properly landscape or maintain any Common Area, or properly maintain any signage, the Municipality may send written notice to the Association indicating that the Municipality has determined that the Common Areas and/or signage are not being properly landscaped and/or maintained, and further indicating that the Municipality will perform such landscaping and/or maintenance if not properly done by the Association. The above-referenced notice shall give the Association a minimum of

seven (7) days to correct the problem. If the Common Area and/or sign is not properly landscaped and/or maintained within the time granted by the above-referenced notice, the Municipality shall have the authority to landscape and/or maintain any such Common Area and/or sign referred to in said notice and shall have the right to charge the Owners on a pro rata basis for any costs incurred by the Municipality as a result of said landscaping and/or maintenance. Said costs shall be assessed as special charges pursuant to Section 66.0627, Wis. Stats. If such charges are not paid by any Owner within the period fixed by the Municipality, charges shall become a lien upon the Owner's Lot as provided in Section 66.0627, Wis. Stats., and shall be extended upon the tax rolls as a delinquent tax against the Owner's Lot as provided in Section 66.0627, Wis. Stats.

5.4 Alterations and Maintenance. Landscaping, berms, grading, drainage pathways, Common Improvements or other improvements in the Amenity Area or Common Areas may not be removed or substantially altered without written approval by the Association, Municipal engineer, and the Municipal plan commission, as may be required. Maintenance and minor alterations of these improvements are allowed, such as the removal/repair of damage structures, pruning of trees, replacement of ground cover, and repair or replacement of the fencing and other structures. Owners are encouraged to remove trash and debris and should report any unauthorized use within the Common Areas or Common Improvements to the Association. Declarant and or the Municipality are able to provide a copy of the plans for the Common Area upon request by the Association.

ARTICLE 6. RESTRICTIONS ON USE AND OCCUPANCY

6.1 Permitted Uses.

6.1.1 Single-Family Residential. Each Lot shall be occupied and used only for single family residential purposes, except as provided in Section 6.1.2. The term "**residential purposes**" includes only those activities necessary for or normally associated with the use and enjoyment of a home site as a place of residence and limited recreation. No garage or other mobile or accessory structure shall be used for temporary or permanent living or sleeping for family or guests without prior approval of the ACC.

6.1.2 Home Business. A home may be used for a home-business if it obtains the prior written approval of the ACC. A home-business shall only be approved if the home-business has no (zero) employees other than immediate family members, and the home-business has no outside client, vendor or customer sales occurring at the home. No trade or business shall be carried on anywhere in the Subdivision, except for (1) the incidental use of a Lot for personal business conducted by mail and telecommunications which does not burden the use of the Subdivision by frequent visits by business service providers or customers, subject to any Rules relating to such burdens, or (2) the sale of Lots, subject to the other provisions hereof and any Rules related thereto, or (3) the establishment of offices by Declarant or its agents for sales of Lots or by the Association for conducting its affairs. These uses may require specific approval by the Municipality and must be in compliance with all Municipal ordinances and regulations or receive a temporary use permit as authorized by the Municipality. Approval of a use by the ACC does not constitute approval by the Municipality or certification that the use complies with Municipal ordinances and regulations.

6.1.3 Amenity Area. The Amenity Area shall be used for the purpose of miscellaneous recreational amenities (which may include, without limitation, a swimming pool, playground, sport court, ice skating rink, community gardens, and parking for same) as decided by the Association, in its sole discretion.

6.2 Pets. Subject to Municipal Ordinances, and applicable federal or state statutes, rules, regulations, or orders to the extent they supersede the restrictions of this Declaration, no animals, livestock or poultry shall be raised, bred or kept on any Lot, except that Pets shall be permitted providing they are not raised, bred and/or kept for commercial purposes and service animals and emotional support animals shall be permitted to the extent permitted by applicable municipal ordinances and applicable federal or state statutes, rules, regulations, or orders to the extent they supersede the restrictions of this Declaration. An Owner or Occupant may keep no more than three (3) Pets per Lot on the conditions that:

(a) the Pet is not permitted on any of the Common Areas while unattended or unleashed; and

(b) the Pet is licensed by the Municipality or appropriate licensing authority, if required under applicable ordinances; and

(c) no reptiles or un-caged birds shall be permitted; and

(d) the Pet must immediately and permanently be removed from the Property if, in the sole judgment of the Board or Municipality, the Pet is or becomes offensive, a nuisance or harmful in any way to the Property or any Owner or Occupant, or otherwise violates the terms of this Section or any Rules adopted relating to Pets; and

(e) the Pet is subject to such Rules as the Association may adopt from time to time on the subject; and

(f) possession of Pets is a privilege which may be revoked and shall not be considered a property right.

6.3 Vehicles. No outdoor parking of vehicles shall be permitted on the Lots for more than twenty-four (24) consecutive hours, without the express prior consent of the Board. No person shall occupy, park, or otherwise use a vehicle so as to block access to a Lot. Storage or parking of trailers, campers, camping trucks, boats or other marine craft, horse or boat trailers, motorcycles, mopeds, motorized bicycles, vehicles licensed as recreational vehicles or commercial vehicles, snowmobiles, all-terrain vehicles, inoperative or unlicensed vehicles or the like shall not be permitted on a Lot, except (i) in a garage, (ii) in the case of recreational vehicles, commercial vehicles, campers, trailers, and boats, outside of a garage for no longer than one twenty-four (24) hours in a one week period; or (iii) outside parking on a case-by-case basis as approved by the ACC.

6.4 Waste. Accumulations of waste, litter, excess or unused building materials or trash other than in appropriate receptacles is prohibited. Garbage containers stored outside during initial construction or remodeling shall be situated only in locations designated by the Association. Lots shall be kept free of debris during construction of improvements thereon by maintenance of a

dumpster on-site. The refuse and garbage receptacles for each occupied home shall be stored in the home or garage, except for a period of twelve (12) hours prior to and following the scheduled garbage pickup. All incinerators and other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

6.5 Temporary Structures. No structure, trailer, shack, or barn, temporary or otherwise, shall be placed or maintained on any portion of a Lot or Common Area without written approval of the ACC, except for construction trailers maintained by Declarant and its successors and assigns, or the Association.

6.6 Quiet Enjoyment. Each Owner shall have the right to use its property in accordance with this Declaration and applicable law, free from unreasonable interference from any other Owner, Occupant, and other invitee. No person shall cause or permit the Common Areas to be used so as to deny any Owner or Occupant the full use of the Common Areas except as permitted by the Association under Article 3 or in accordance with rules established by the Association with respect to the Amenity Area.

6.7 Noxious Activity. No use or practice shall be allowed in the Subdivision or the Common Areas which is immoral, improper, or offensive in the opinion of the Board or which is in violation of the Documents. By way of example and not limitation, offensive activity shall include excessive amplification of musical instruments and/or audio- or audio-visual equipment.

6.8 Patios and Balconies. Patios, decks and balconies of Buildings on Lots shall be kept in good condition and maintained in a quality similar to that of any Building on the Lot.

6.9 Signs. No Owner or Occupant may erect, post or display posters, Signs or advertising material on the Common Areas or at locations within a Building which are visible from the public streets or Common Areas without the prior written consent of the Board, except (a) Declarant may do so without such approval, and (b) an Owner may erect or post a temporary sign of customary and reasonable dimension relating to the sale of a Lot. The Board may at its discretion, in particular circumstances or in general, delegate its right to consent under this Section to the ACC described in Article 2. Where Board consent is sought and obtained, the permitted Signs will be erected and maintained in accordance with all ordinances, rules, regulations, and conditions applicable thereto. "Signs" as used herein shall be construed and interpreted in the broadest possible sense, and shall include any placard, posters or other such devices as may be affixed to the interior of any exterior windows so as to be visible from the exterior of the Building. All Signs placed within easements, or the public right-of-ways shall also require Municipal approval and/or permits.

6.10 Compliance with Laws: Environmental Matters. Each Owner and Occupant shall comply with all applicable governmental or Association statutes, ordinances, regulations, or rules, including but not limited to, Municipal ordinances. Such applicable laws include, but are not limited to, those relating to the storage, transport and release to, from, on or in such Lot of any substance or compound governed by any one or more State of Wisconsin Statutes; Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"); Toxic Substances Control Act ("TOCSA"); Resource Conservation and Recovery Act ("RCRA"); Municipal ordinances; and similar laws relating to the storage, transport or release of substances, compounds or recyclable materials, all as in effect from time to time.

6.11 Obstructions. Unless installed by the Declarant or the Association, no playground equipment, bicycle racks or other equipment or material may be placed on the Common Areas.

6.12 No Further Divisions. No Lot may be further subdivided without the approval of the Municipality, the Association and/or the ACC.

ARTICLE 7. SPECIAL FEATURES

7.1 Storm Water Facilities. The Storm Water Facilities shall be fractionally owned by the Lot Owners and managed by the Master Association. The Master Association shall have the ability to impose assessments for the inspection, maintenance, and repair of the Storm Water Facilities. The Common Areas include storm sewer and surface water drainage systems. The Storm Water Facilities are located in commonly owned outlots as shown on the Final Plat and are Common Areas maintained by the Master Association in accordance with the Storm Water Agreement and shall be used solely for drainage and storm water purposes and not for recreational purposes. The Association has no duty to ensure the safety of persons using the drainage areas, or to warn of dangers concerning them. Neither the Declarant nor the Association is responsible for the safety of any drainage area for use by humans or Pets, and neither represents nor warrants that any drainage area is safe for any such use

7.2 Easements. As provided on the Plat, there are easements located on various Lots for storm water utilities, overland storm water flow, underground utilities, and other items. These easements allow access by the Municipality, Association, ACC or other entity to maintain, repair and access the Lots as may be required from time to time.

7.3 Parade of Homes. Declarant discloses that Declarant may arrange for the Subdivision to be included in the Metropolitan Builders Association (the "MBA") Parade of Homes or similarly titled event in which members of the public are invited to inspect a number of Lots improved with homes constructed by one or more contractors. Such events may result in temporary periods of significant construction activity, traffic slowdowns and large crowds, and shall continue for a period of several weeks. A Lot Owner is deemed to acknowledge the possibility of said event and is deemed to have waived any objection to the issuance of any Municipal permits required for such event. Declarant is not, however, required to include the Subdivision in any such event, and may base its decision on the Declarant's individual needs, if any. While the Parade of Homes is in progress, all construction activities must stop by 2:00 p.m. on weekdays and 10:00 a.m. on weekends and Labor Day. All debris must be properly disposed of and the streets in front of the Lots must be swept clean of mud and stones. Homes which are not included for inspection as a part of the Parade of Homes must be vacated by the Owners during the hours that the Parade of Homes is open to the public. Unbuilt Lots may be used for Parade of Homes parking as determined by Declarant. No home or Lot shall display any Signs indicating the builders, subcontractors, or any property for sale during the duration of the Parade of Homes, except those Signs allowed in accordance with the MBA's rules and regulations. If a Lot Owner fails to participate in the Parade of Homes after agreeing to do so, the Lot Owner shall reimburse the Declarant for any discounts, including but not limited to, Lot price reductions, mailboxes, lanterns, and other fees paid by the Declarant for the Parade of Homes Lot Owner or builder, that the Lot Owner received by being a participant to the Parade of Homes.

7.4 Amenity Area. The Declarant or, after the period of Declarant control has ended, the Association, may, in its sole discretion, construct various recreational amenities (which may include, without limitation, a swimming pool, playground, sport court, ice skating rink, fire pit area, community gardens, and parking for same) in certain Common Areas determined by Declarant or the Association, as applicable. Each Owner shall have the right to use the Amenity Area as with any other Common Area, subject to the Rules. Nothing herein is a representation or warranty that any particular amenity will ever be installed or constructed, or as to the quality of any amenity which is installed or constructed. In addition to the Amenity Area, the Declarant, the Master Association or Association (under the conditions above) may install amenities and Common Improvements in any other Common Area.

7.4.1 Rules and Regulations. The Association shall, through its Board of Directors, establish all rules and regulations regarding the use of the Amenity Area, including without limitation rules related to hours of use and permitted and prohibited activities and conduct.

7.4.2 Maintenance, Repair, and Replacement. Subject to other applicable provisions of this Declaration, the Association shall maintain, repair, and replace the Amenity Area to the extent determined necessary or advisable by the Association and as required by law.

7.4.3 Insurance. The Association shall insure the Amenity Area against direct loss or damage occasioned by fire, extended coverage perils and other hazards in amounts and with insurers reasonably chosen by the Association. Such insurance shall be issued in an amount without co-insurance at least equal to the full value any Building(s) and other improvements erected thereon. The Association shall also maintain general public liability insurance and such other insurance with coverages, in amounts and with insurers that the Association reasonably requires from time to time.

7.4.4 Annual Budget. The Association shall include in its annual budget an estimate of the total amount necessary to pay the costs for the following calendar year of operating, maintaining, repairing, and replacing the Amenity Area. Expenses shall include without limitation all costs of employees, payroll taxes, materials, parking costs, insurance, services, management fees, supplies, maintenance, repair, landscaping, fuel, and power, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements.

ARTICLE 8. INSURANCE

8.1 Association Insurance. The Association shall obtain and maintain comprehensive general public liability insurance for occurrences on the Common Areas and with respect to Common Improvements not in the Common Areas, all-risk casualty insurance coverage on all Common Improvements, and such other policies and/or coverage as the Board deems necessary or advisable, such as fidelity insurance for Association officers handling fund of the Association.

8.2 Coverage of Association Insurance. The casualty insurance coverage shall be in an amount equal to the maximum insurable replacement value, with an "agreed amount" and a "replacement cost" endorsement, without deduction or allowance for depreciation. This coverage amount shall be annually reviewed and shall insure against loss or damage by fire and other hazards as commonly covered by a standard extended coverage endorsement and such other hazards as customarily covered with respect to buildings similar in construction, location and use.

Commercial general liability coverage shall be in such amounts as the Board determines annually, but not less than \$1,000,000 per occurrence.

8.3 Proceeds. Association Insurance proceeds for casualty loss shall be for the benefit of the Association in order to finance construction of damaged Common Areas or Common Improvements. Liability coverage and other insurance proceeds shall be applied as the Association directs.

8.4 Cost. All premiums for Association Insurance and other insurance obtained by the Association shall be a general assessment.

8.5 Waiver. The Association and, by acceptance of a conveyance to a Lot or the use thereof, or any portion thereof or interest therein, each Owner or Occupant acting both for themselves and for their respective insurers, waive any claim it or they may have against the other for any loss insured under any policy obtained by either to the extent of insurance proceeds actually received, however the loss is caused, including such losses as may be due to the negligence of the other party, its agents or employees. All policies of insurance shall contain a provision that they are not invalidated by the foregoing waiver, but such waiver shall cease to be effective if the existence thereof precludes the Association from obtaining any policy of insurance at a reasonable and customary rate.

8.6 Acts Affecting Insurance. No Owner or Occupant shall commit or permit any violation of covenants or agreements contained in any of the Association Insurance, or do or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist, which might (a) result in termination of any such policies, (b) adversely affect the right of recovery thereunder, (c) result in reputable insurance companies refusing to provide such insurance, or (d) result in an increase in the insurance rate or premium over the premium which would have been charged in the absence of such violation or condition, unless, in the case of such increase, the Owner or Occupant responsible for such increase shall pay the same. If the rate of premium payable with respect to the Association Insurance shall be increased by reason of (1) the size, design or composition of a Building, or (2) anything done or kept in a property subject to this Declaration, or (3) the failure of an Owner or Occupant to comply with Association Insurance requirements, or (4) the failure of any such Owner or Occupant to comply with this Declaration or the Bylaws, then the particular Owner or Occupant shall reimburse the Association for the resulting additional premiums. The Association reimbursement right is without prejudice to any other Association remedy, and may be enforced by special assessment against the particular property involved.

8.7 Exclusions from Coverage. Association Insurance coverage shall exclude (a) coverage on any home or personal property located within or pertaining to the exclusive use of an Owner except to the extent included as a standard coverage in the policy of Association Insurance; and (b) liability coverage on an Owner or Occupant, its guests, invitee, employees, or tenants, arising out of any occurrences within a Lot and/or relating in any way to an Owner's or Occupant's personal property. It is the sole responsibility of each Owner or Occupant to obtain such insurance coverage as are excluded from Association Insurance.

ARTICLE 9. AMENDMENT OF DECLARATION

9.1 General. Except as otherwise provided herein, this Declaration may be amended only by the written consent of at least sixty-seven percent (67%) of the total votes of the Association then entitled to vote. Regardless of the manner of adoption, no amendment shall adversely affect a special right or easement reserved to Declarant under this Declaration, the City of Oconomowoc, or the rights of Mortgagees under Article 10, without the express written consent of Declarant, City or Mortgagee, as applicable. Notwithstanding the foregoing, Declarant reserves the right to unilaterally amend the Declaration until one (1) year after one hundred percent (100%) of the then existing Lots (inclusive of any Lots added to the Expansion Area by Declarant in its discretion or vacant land in the Expansion Area that is not developed) have been sold to an Owner intending to reside thereon and occupancy permits have been granted for each Lot. During such period, Declarant may also enter into other agreements on behalf of the Association or Owners for purposes of easements and/or other items necessary for the orderly operation and maintenance of the Subdivision and/or Association.

9.2 Procedures. Except with respect to an amendment by Declarant, amendments to this Declaration shall be prepared and executed by the president of the Association, and municipality as may be required, and shall become effective when recorded in the office of the Register of Deeds. No action to challenge the validity of an amendment shall be commenced more than one (1) year after the amendment is recorded, except for failure to obtain the approval of the Municipality as required by this Section.

ARTICLE 10. RIGHTS OF MORTGAGE HOLDERS

10.1 Notice. Any Mortgage holder, insurer or guarantor of a Mortgage encumbering a Lot that submits a written request to the Association, identifying the name and address of such holder, insurer or guarantor and the Lot involved, will be entitled to timely written notice of:

(a) Any thirty (30) day delinquency in the payment of assessments owed by the Owner of the Lot on which it holds a Mortgage or any breach of the provisions of any of the Documents which is not cured by such Owner within thirty (30) days of such Owner's receipt of notice of such breach;

(b) A lapse, cancellation, or material modification of any Association Insurance; and

(c) Any proposed action that requires the consent of a Mortgage holder.

10.2 Mortgagee Acquisition of Lot. A Mortgagee acquiring title to a Lot pursuant to remedies provided in its Mortgage, or by a deed in lieu of foreclosure following an Owner's default under the Mortgage, shall not be liable for such Lot's unpaid assessments under this Declaration accruing prior to the Mortgagee's acquisition of title to such Lot (except to the extent unpaid assessments are included in subsequent budgets generally), but shall ensure that any such prior delinquent assessments are paid upon transfer of the Lot to a third party.

ARTICLE 11. RIGHTS OF DECLARANT

11.1 Reserved Rights. Prior to the sale of all Lots by Declarant and occupancy permits granted for all Lots, Declarant:

(a) Subject to approval by the Municipality, may use the Common Areas or Amenity Area, and any unsold Lots in any manner as may facilitate the sale of Lots including, but not limited to, maintaining a sales and/or rental offices, model homes and signs and/or showing the Lots. Declarant may from time to time also delegate such rights (on a non-exclusive basis and subject to such conditions as Declarant may impose) to persons desiring to construct Buildings on particular Lots as model homes. In delegating such rights to other persons, Declarant's delegates shall not have the right, without Declarant's express written consent, to locate a general sales office operation in any such model home, although use of a model home to facilitate sales of Lots or sales of Buildings on Lots may be permitted for a period not to exceed forty-eight (48) months from the date of issuance of the certificate of occupancy therefor; provided, however, that once a model home is used as a home for an Occupant, it may not thereafter be used as a "model home". Notwithstanding the foregoing, any such use must be in compliance with all Municipal ordinances and regulations and may require a use permit granted by the Municipality.

(b) shall have the right to (1) grant easements upon, over, through and across the Lots (limited to the ten (10) feet area adjacent to each Lot line), which rights shall expire one (1) year after conveyance of a Lot by Declarant, and the Common Areas as may be required in Declarant's opinion for furnishing any kind of utility services, and maintenance and replacement thereof, or for drainage, grading, or public purposes including, but not limited to, cable television or master antenna service, if any, which easements may be granted to itself or its nominee and as may be necessary for excavation and construction of any Buildings and (2) grant easements upon, over, through or across the Common Areas for ingress and egress and maintenance and replacement thereof, to and from, and within, the Property and other real property adjacent to it.

(c) shall have the right to veto any proposed amendment to this Declaration for any reason or no reason, in which case it shall not be deemed approved or effective.

For purposes of this Section, a "bulk" or multi-Lot conveyance to a party who is not intending to occupy the property conveyed shall not be considered a "sale" for purposes of this Section 11.1.

11.2 Addition to or Subtraction from the Subdivision. Declarant reserves the right, at any time during the term of this Declaration and in its sole discretion, from time to time to subject portions of the Expansion Area to this Declaration in accordance with this Section. Each time Declarant subjects a portion of the Expansion Area to this Declaration it is known as an "*Expansion*".

11.2.1 Procedure for Expansion. Declarant shall add portions of the Expansion Area by recording with the Register of Deeds one or more amendments to this Declaration setting forth the legal description of the Expansion Area so affected, subject to the amendment procedures

of Section 9.1. An amendment creating an Expansion need be executed only by the Declarant and does not require consent from or notice to any other person.

11.2.2 Contents of Expansion Amendment. An Expansion amendment will (a) state the legal description of the land being subjected to this Declaration; (b) in the case of Lots, declare to which Community the Lots are designated; (c) in the case of Lots in The Villas, set forth the architectural controls which will apply to such Lots with respect to the subject matter of Sections 2.3, 2.4, 2.5.1, and 2.6.2; (d) set forth such other limitations on such future Lots as Declarant may desire not inconsistent with this Declaration; and (e) set forth such other information as is reasonable to facilitate the Expansion and the integration of the Expansion Area into the Association. All other provisions of the Declaration shall apply to the Lots or Outlots included in any Expansion.

11.2.3 Procedure for Subtraction of Land. For so long as the Declarant is in control of the Association, the Declarant may also, in its sole discretion, by recorded document, remove the Expansion Land or any Lots not yet sold, from the effect of this Declaration and thereby reduce the extent of the Subdivision, without the consent of the Lot Owners within the Subdivision, subject to the amendment procedures of Section 9.1.

11.2.4 Modification of Budget and Assessments. Upon each such Expansion or subtraction, the Association will amend the annual Budget and annual assessments as appropriate to account for the effects of any Expansion or subtraction. Any assessments prior to the addition or subtraction of the area affected by the Expansion or subtraction will be pro-rated and adjusted by the Association accordingly. Each Owner in the Expansion Area shall have the same rights and obligations as if such Owner was an Owner under the initial Declaration. All Owners acknowledge that the proportionate share of expenses and the corresponding assessments will be revised to reflect the presence of additional Lots. Each Owner also acknowledges that assessments could increase or decrease based on the facts and circumstances in effect at the time of such addition or subtraction.

11.2.5 Other Lands. Declarant also reserves the right, at any time, and from time to time, during the term of this Declaration and in its sole discretion, to subject additional real estate outside the Subdivision to this Declaration by recording a document imposing on such real estate the provisions of this Declaration (as amended from time to time), subject to the amendment procedures of Section 9.1. The additional real estate shall be located in the Municipality and shall be adjacent to the Subdivision (ignoring streets, railroads and navigable waters which may separate the additional real estate from the Subdivision). The additional real estate will be subject to the provisions of this Article 11 as though it were a part of the original Expansion Area.

11.2.6 Effective Date of Expansion. The Subdivision shall be deemed expanded when an amendment to this Declaration, executed by Declarant, is recorded with the Register's Office.

11.2.7 Effect of Expansion or Reduction on Outlots. To the extent that Owners have a tenancy in common interest in Outlots prior to an Expansion, the interests of such Owners will be deemed adjusted, upon the recording of an Expansion or reduction amendment and without more, to equally allocate ownership among all Owners, both pre-existing and new. The interest of any Mortgagee in Outlots by virtue of this tenancy in common interest, shall attach, by operation

of law, to the new percentage interests in the Outlots appurtenant to the Lot on which it has its lien. Tenancy in common ownership rights in Outlots are extinguished for Lots removed from the Declaration pursuant to Section 11.2.3.

11.2.8 Reserved Easements. Declarant reserves easements over the Common Areas for the benefit of all portions of the Subdivision not yet included in this Declaration, for the purposes of vehicular and pedestrian access; installation, repair, maintenance and replacement of utilities to serve the Expansion Areas; marshaling of construction materials and personnel for improvements made to the Expansion Area; and the use of Common Improvements and Common Areas for recreational purposes consistent with those uses granted to Owners.

ARTICLE 12. REMEDIES

12.1 General Remedies. If any Owner or Occupant fails to comply with this Declaration, the Bylaws, or the Rules, such Owner or Occupant shall be liable for damages, subject to injunctive relief (including an order requiring the removal at the Owner's expense of Buildings constructed without ACC approval), subject to any other remedy provided by the Bylaws or at law, or all of the above, as a result of such noncompliance. The Association or, in a proper case, an aggrieved Owner, may bring an action because of such noncompliance.

12.2 Owner or Occupant Violation; Association Right to Cure. In addition to any other remedies provided herein, if any Owner or Occupant fails to comply with this Declaration, the Bylaws, or the Rules, which failure continues for a period of fifteen (15) days following written notice from the Association, the Association shall have the right, but not the obligation, to perform or cause to be performed such maintenance, replacement, restoration or commence litigation, arbitration or other proceeding or other action as the Association deems necessary or appropriate, in its sole discretion. Expenses incurred therefor by the Association shall be assessed against the Owner or Occupant and shall be subject to all rights and remedies reserved under this Declaration with respect to collection, expense, late payment penalties or interest, filing of a lien and/or foreclosure as reserved at Article 4 of this Declaration. Once the Association has taken such an action, it shall not be obligated to take any other or further action with respect to the same, similar or subsequent failure by the same or a different Owner or Occupant.

ARTICLE 13. EASEMENTS

13.1 Right of Entry. A right of entry to each Lot or Common Area is reserved to the Association to service utility installations located on, in or under such Lot or Common Area provided request for entry is made in advance and such entry is limited in scope so as to extend only as is reasonably necessary to service such utility installations. In case of emergency, entry by the Association onto any such Lot or Common Area may be made immediately, whether the Owner or Occupant of such Lot or Common Area is or is not present and without liability of the Association or its agents if such entry is necessary for the safety or welfare of persons or property. Any damage or loss caused as a result of such emergency entry shall be the sole expense of the Owner or Occupant if, in the reasonable judgment of those authorizing the entry, such entry was for emergency purposes.

13.2 Common Area Easements. The Association may grant easements over and through the Common Areas for such purposes as the Board deems reasonable for the benefit of the Owners.

ARTICLE 14. TERMINATION

14.1 Termination. This Declaration shall be in effect for a period of twenty-five (25) years and automatically renewed for successive periods of ten (10) years each, unless terminated at the end of the original or any extended term by: (i) Declarant (if during the period of Declarant control of the Association), or (ii) the written consent of the owners of not less than ninety percent (90%) of the aggregate then existing Lots provided that no vote shall effect an amendment to or termination of any provision hereof conferring on or reserving a special right or easement to Declarant without the express written consent of Declarant, as appropriate. Voluntary termination of this Declaration must be express and shall be effective upon recording a written instrument to such effect in the office of the Register of Deeds. If the Owners decide to terminate the Association, a maintenance and operation plan for the Common Areas and Storm Water Facilities, if any, shall be presented and approved by the Municipality prior to such termination. Nothing provided in this Section, by itself, terminates or shall be interpreted to authorize termination of any drainage easements, pond maintenance requirements, or other restriction herein that affects an interest in real estate while the record title to the real estate or an interest in the real estate remains in the State of Wisconsin or a political subdivision or municipal corporation of the State of Wisconsin, including the Municipality, and the duration of any such restriction shall be unlimited and perpetual, unless terminated by the benefitted political subdivision by record document.

ARTICLE 15. CONSTRUCTION AND EFFECT

15.1 Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

15.2 Including. Whenever used herein, the term "including" preceding a list of one or more items shall indicate that the list contains examples of a general principle and is not intended as an exhaustive listing.

15.3 Captions. The captions and article and section headings in this Declaration are intended for convenience and reference only and in no way define or limit the scope or intent of the various provisions hereof.

15.4 Severability. If any portion of this Declaration or its application to any person or circumstance is held to be invalid or unenforceable, the remainder of this Declaration, or the application of such provision, or any part thereof, to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby. The remainder of this Declaration shall be valid, and enforced, to the fullest extent permitted by law.

15.5 Remedies. All remedies herein are cumulative.

15.6 Waivers. Whenever a waiver, consent or approval is required or permitted herein, it must be express and in writing; no waiver, consent or approval shall be implied. A waiver, consent or approval to any one matter shall not be deemed a waiver, consent or approval to any subsequent matter whether similar or not.

15.7 Assignment of Declarant's Rights. Declarant may from time to time assign any or all of the rights and benefits conferred on or reserved herein for Declarant in its status as such (as opposed to those rights or benefits conferred on or reserved for all Owners or groups thereof), by an instrument in writing specifically identifying the rights and benefits so assigned which is recorded in the Register's Office.

15.8 Other Regulation. Nothing herein shall preclude or restrict Declarant recording other covenants, conditions or restrictions which further regulate portions of the Subdivision which Declarant owns at the time of recordation.

15.9 Conflict. In the event any covenant or provision of this Declaration is in conflict with any ordinance, code or law of the Municipality or other governmental authority having jurisdiction, the governing authority shall control and supersede that provision of the Declaration. All remaining covenants and provisions of this Declaration shall remain in full force and effect

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Declaration has been duly executed as of the date first above written.

DECLARANT:

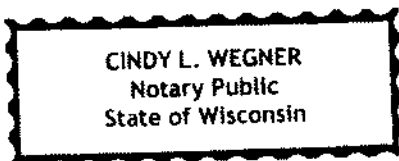
Olde Highlander, LLC,
a Wisconsin limited liability company

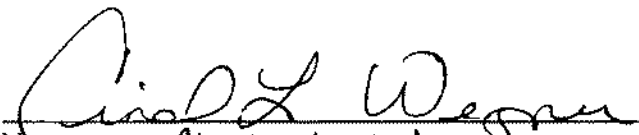
By: Neumann Developments, Inc., sole Member

By: 
Bryan Lindgren, President

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me this 23 day of July, 2024, the above named Bryan Lindgren, President of Neumann Developments, Inc. sole member of Olde Highlander, LLC, by its authority, and to me known to be the person who executed the foregoing instrument and acknowledged the same.




Name: Cindy L. Wegner
Notary Public, State of Wisconsin
My commission: 8/21/24

This instrument was drafted by:
Eric Obar ski
Neumann Developments
N27 W24025 Paul Court, Suite 100
Pewaukee, WI 53072

Exhibit A

LEGAL DESCRIPTION:

Being a redivision of Lot 3 of Certified Survey Map No. 12483, recorded in the Office of the Register of Deeds for Waukesha County on August 31, 2023, as Document No. 4735427, and Lots 2 and 4 of Certified Survey Map No. 12484, recorded in the Office of the Register of Deeds for Waukesha County on August 31, 2023, as Document No. 4735428, all being located in a part of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 9, the Southwest 1/4 of the Northwest 1/4 and the Northwest 1/4 of the Southwest 1/4 of Section 10, all in Town 7 North, Range 17 East, in the City of Oconomowoc, Waukesha County, Wisconsin.

Said Parcel contains 5,438,762 Square Feet (or 124.8568 Acres) of land, more or less.

EXHIBIT B

Final Plat for Olde Highlander

**Please note the attached plat may not be sufficiently legible due to size.
(For reference purposes only)**

BEING A REVISION OF LOT 3 OF CERTIFIED SURVEY MAP NO. 13463 AND LOTS 3 AND 4 OF CERTIFIED SURVEY MAP NO. 13462, ALL BEING LOCATED IN A PART OF THE NORTHEAST 1/4, NORTHEAST 1/4, SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE NORTHEAST 1/2 AND THE NORTHEAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 4, THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 OF SECTION 14, ALL IN TOWNSHIP 7 NORTH, RANGE 17 EAST, IN THE CITY OF OROVILLO, CALIFORNIA, PREVIOUSLY



BEING A REFERENCE TO LOT 8 OF CERTIFIED SURVEY MAP NO. 13435 AND LOTS 4 AND 6 OF CERTIFIED SURVEY MAP NO. 13446, ALL OF WHICH ARE LOCATED IN A PART OF THE NORTHEAST 1/4, NORTHEAST 1/4, SOUTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, T8S AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10, ALL BEING IN THE CITY OF GORDONSVILLE, WALTON COUNTY, GEORGIA.

Click here to learn more about our products and services.

FROM THE PRESIDENT & DIRECTOR
NAME: _____
ADDRESS: _____
CITY: _____
STATE: _____
ZIP: _____
DATE: _____

[illegible]

107.35

AL. POWER
OFF. 8-7-13
M-401, 411, 06
\$-2,574, 328.45
\$960. BRASS CAP NOW

There are no objections in this paper with respect to
 Secs. 236(1), 236(6), 236(8) and 236(11) and (12).
 Wa State as provided by s. 236(12) Wa State.

C certified 20

Department of Administration



Department of Anthropology



SCALE: 1"=50'



0 25 50 100

OL 1
ZHSJ620 55
formed by glaucous

—OF WERE NOW
INFORMATION (IN
C.S.M. #12001)

OL 3
\$18014 95

THIS INSTRUMENT WAS DRAFTED BY GARY L. DOCKERT, P.L.S. (5-7072)

REVEALED THIS 26TH DAY OF JUNE, 2024
 DATED THIS 15TH DAY OF MARCH, 2024

PAGE 3 OF 4

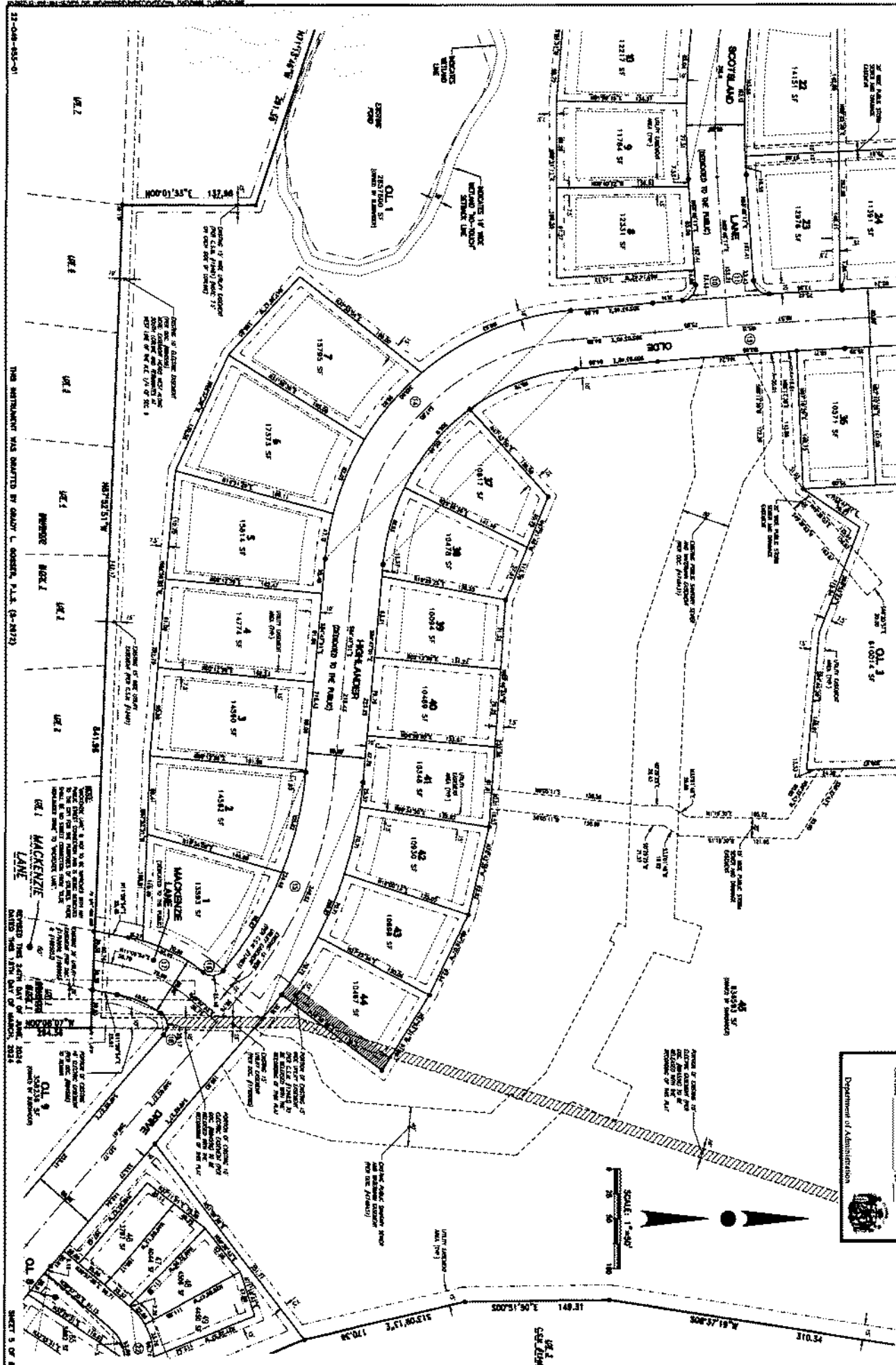
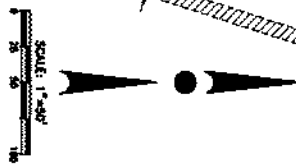
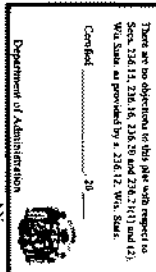
2637000 55
Formed by Substation

BEING A REDWOOD ON LOT 5 OF CERTIFIED PLAT 1667 AND 1670 2 AND 4 OF CERTIFIED PLAT 1671 AND 1672, ALL BEING LOCATED IN A PART OF THE NORTHEAST $1/4$, NORTHEAST $1/4$, SOUTHWEST $1/4$ AND SOUTHEAST $1/4$ OF THE NORTHEAST $1/4$ AND THE NORTHEAST $1/4$ OF THE SOUTHWEST $1/4$ OF SECTION 8, THE SOUTHWEST $1/4$ OF THE NORTHEAST $1/4$ AND THE SOUTHWEST $1/4$ OF SECTION 17, ALL IN TOWNS 7 NORTH, RANGE 17 EAST, IN THE CITY OF GERRARDVILLE, WALKER COUNTY, VIRGINIA.



OLDE HIGHLANDER

FROM A SUBDIVISION OF LOT 2 OF CERTIFIED MAP NO. 1243 AND LOT 2 AND 3 OF CERTIFIED MAP NO. 1244, ALL BEING LOCATED IN A PART OF THE DISTRICT OF COLUMBIA, DISTRICT OF COLUMBIA, THE SUBDIVISION 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 36 NORTH, RANGE 77 EAST, IN THE CITY OF COLUMBIA, DISTRICT OF COLUMBIA.



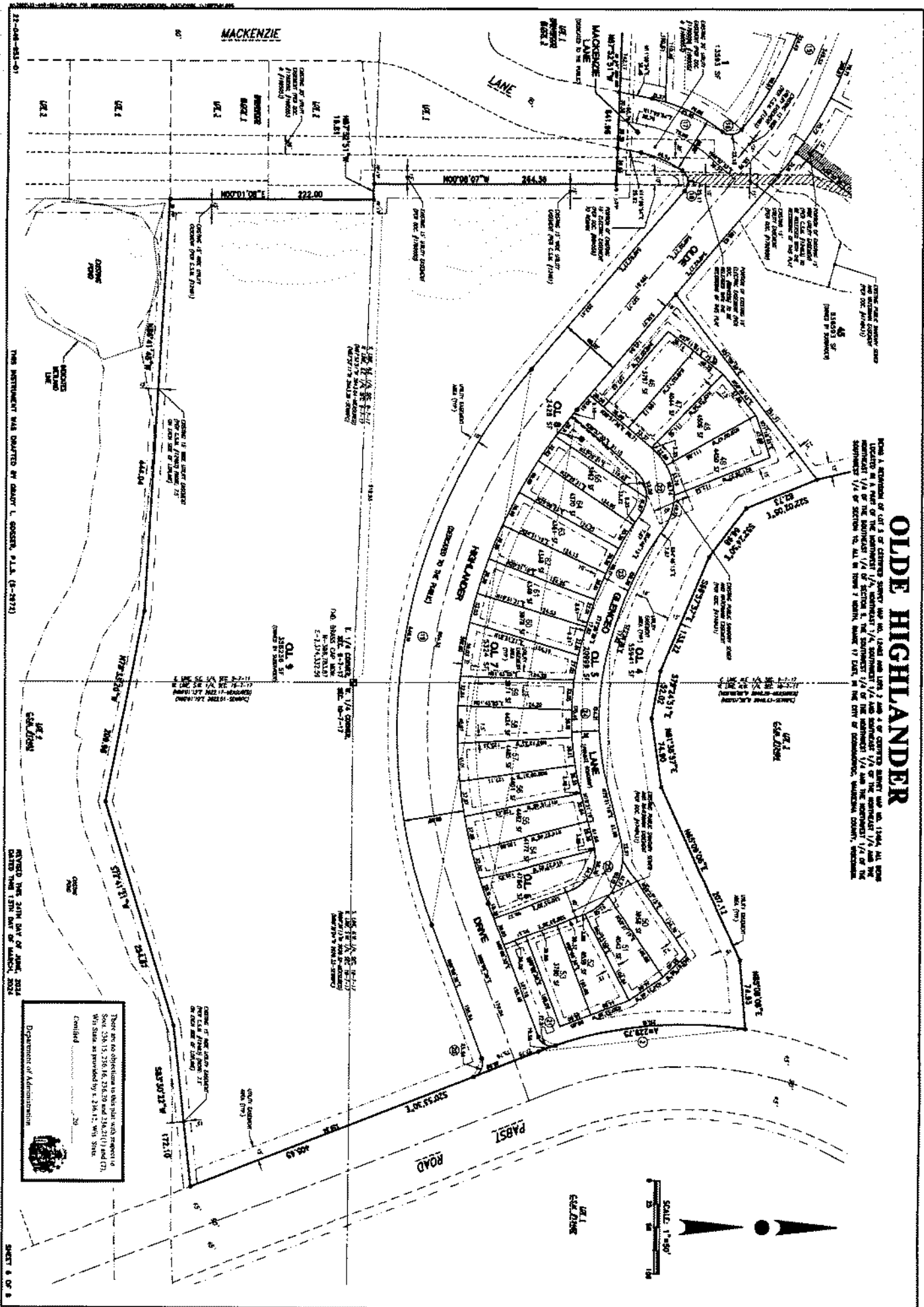
THIS INSTRUMENT WAS DRAFTED BY GARY L. GOSWELL, P.L.S. (2-1912)

RECORDED THIS 24TH DAY OF APRIL, 1945

INDEXED THIS 15TH DAY OF MARCH, 1945

SHEET 5 OF 8

FROM A SECTION OF LOT 2 OF CERTIFIED SURVEY MAP NO. 13481 AND LOT 3 AND 4 OF CERTIFIED SURVEY MAP NO. 13464, ALL BEING LOCATED IN A PART OF THE NORTHWEST 1/4, NORTHWEST 1/4, SECTION 1/4 AND NORTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, ALL IN TOWNS 3 NORTH, RANGE 17 EAST, IN THE CITY OF OMAHA, NEBRASKA, COUNTY OF DODGE, NEBRASKA.



[illegible]

SL	UNIT	NAME	CENTRAL UNIT	AC	CHILLER	CHILLER BRAND	THURSTON IN	THURSTON OUT
1	OUTLET 3	130.00	1721.06	118.67	119.45	WATER	469.4772	819.5551
2	OUTLET 3	130.00	1723.01	141.30	141.00	WATER	469.5472	819.5217
3	TOTAL	450.00	79115.10	220.75	227.78	WATER	50871.670	52533.307
4	OUTLET 3	500.00	78.6134	28.6134	28.6134	WATER	50871.670	52533.307
5	W/W	450.00	27.2878	19.56	19.56	WATER	50871.670	52533.307
6	OUTLET 1	150.00	80707.00	33.56	31.21	WATER	50871.670	52533.307
7	C/A	300.00	1.671196	88.21	84.86	WATER	469.4772	819.5115
8	E651	130.00	1.671196	88.21	84.86	WATER	469.4772	819.5115
9	W/W	370.00	1.671196	77.90	77.43	WATER	469.4772	819.5115
10	C/A (T004)	170.00	80707.00	44.50	43.21	WATER	50871.670	52533.307
11	C/A (T003)	400.00	3376.40	118.67	119.45	WATER	469.5472	819.5217
12	C/A (T003)	400.00	1720.01	25.93	24.87	WATER	50871.670	52533.307
13	C/A (T003)	400.00	1573.94	214.11	214.06	WATER	50871.670	52533.307
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16	W/W	170.00	1.671196	15.21	15.21	WATER	469.4772	819.5115
17	W/W	770.00	819.5115	84.00	84.00	WATER	50871.670	52533.307
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33	W/W	770.00	819.5115	84.00	84.00	WATER	50871.670	52533.307
34	W/W	770.00	819.5115	84.00	84.00	WATER	50871.670	52533.307
35	W/W	770.00	819.5115	84.00	84.00	WATER	50871.670	52533.307
36	W/W	770.00	819.5115	84.00	84.00	WATER	50871.670	52533.307
37	W/W	770.00	819.5115	84.00	84.00	WATER	50871.670	52533.307
38	W/W	770.00	819.5115	84.00	84.00	WATER	50871.670	52533.307
39	W/W	770.00	819.5115	84.00	84.00	WATER	50871.670	52533.307
40	W/W	770.00	819.5115	84.00	84.00	WATER	50871.670	52533.307
41	W/W	770.00	819.5115	84.00	84.00	WATER	50871.670	52533.307
42	W/W	770.00	819.511					

NO.	UTRS	NAME	COINTEL. UNIT	SEC. ID	CHRG	CHRG. STATUS	TRANSFER IN	TRANSFER OUT
13	C/L 10704	5006.00	711.09*	165.12	16.11	5027.00.01.5	5027.00.01.5	5001.00.01.5
	C/L 10670	5006.00	723.17*	115.82	10.56	5027.00.01.7	5027.00.01.7	5001.00.01.7
	C/L 103010	5005.00	671.37*	13.55	75.55	5007.01.01.5	5007.01.01.5	5001.01.01.5
	EA	4975.00	211.09*	49.21	18.83	5005.00.01.5	5027.00.01.5	5001.00.01.5
43	4975.00	4975.00	672.32*	14.51	49.71	5005.00.01.5	5027.00.01.5	5001.00.01.5
	4975.00	4975.00	158.96	144.23	164.23	5007.01.01.7	5007.01.01.7	5001.01.01.7
	R/W (498)	5006.00	707.14*	1.98	1.96	5027.00.01.5	5027.00.01.5	5007.00.01.5
21		5006.00	656.17*	72.56	73.55	5007.00.01.5	5027.00.01.5	5007.00.01.5
23		5006.00	677.11*	51.18	11.14	5005.00.01.5	5005.00.01.5	5005.00.01.5
R/W (589)	5006.00	707.11*	51.18	51.18	320.48	5005.00.01.5	5005.00.01.5	5005.00.01.5
C/L	5006.00	707.11*	524.11	180.00	180.00	5005.00.01.5	5005.00.01.5	5005.00.01.5
14	4975.00	4975.00	707.11*	180.00	180.00	5005.00.01.5	5005.00.01.5	5005.00.01.5
42	220.00	220.00	397.34*	118.46	117.22	5007.00.01.5	5007.00.01.5	5007.00.01.5
37	220.00	220.00	17.05*	106.46	106.47	5007.00.01.5	5007.00.01.5	5007.00.01.5
32	220.00	220.00	217.01*	61.83	61.48	5007.00.01.5	5007.00.01.5	5007.00.01.5
36	220.00	220.00	77.4371*	180.00	180.00	5005.00.01.5	5005.00.01.5	5005.00.01.5
5001.00.01.5	220.00	77.4371*	180.00	180.00	180.00	5005.00.01.5	5005.00.01.5	5005.00.01.5
01.07.1	220.00	77.4371*	180.00	180.00	180.00	5005.00.01.5	5005.00.01.5	5005.00.01.5
7	220.00	77.4371*	180.00	180.00	180.00	5005.00.01.5	5005.00.01.5	5005.00.01.5
5	220.00	77.4371*	180.00	180.00	180.00	5005.00.01.5	5005.00.01.5	5005.00.01.5
6	220.00	77.4371*	180.00	180.00	180.00	5005.00.01.5	5005.00.01.5	5005.00.01.5
13	C/L	4905.00	375.14*	294.53	342.50	5007.00.01.5	5007.00.01.5	5007.00.01.5
4070.00.01.5	451.00	375.14*	294.53	342.50	342.50	5007.00.01.5	5007.00.01.5	5007.00.01.5
41	451.00	375.14*	294.53	342.50	342.50	5007.00.01.5	5007.00.01.5	5007.00.01.5
42	451.00	375.14*	294.53	342.50	342.50	5007.00.01.5	5007.00.01.5	5007.00.01.5
43	451.00	375.14*	294.53	342.50	342.50	5007.00.01.5	5007.00.01.5	5007.00.01.5
44	451.00	375.14*	294.53	342.50	342.50	5007.00.01.5	5007.00.01.5	5007.00.01.5
45	451.00	375.14*	294.53	342.50	342.50	5007.00.01.5	5007.00.01.5	5007.00.01.5
5001.00.01.5	370.00	375.14*	294.53	342.50	342.50	5007.00.01.5	5007.00.01.5	5007.00.01.5
2	370.00	177.31*	158.82	106.46	106.46	5007.00.01.5	5007.00.01.5	5007.00.01.5
1	370.00	177.31*	158.82	106.46	106.46	5007.00.01.5	5007.00.01.5	5007.00.01.5
16	158.00	667.34*	22.18	20.94	165.03.01.5	165.03.01.5	165.03.01.5	165.03.01.5
17	C/L	156.00	267.47*	78.00	77.12	5007.00.01.5	5007.00.01.5	5007.00.01.5
5001.00.01.5	170.00	277.16*	78.00	49.18	525.00.01.5	525.00.01.		

[illegible]

TRIO

4100 N. Calhoun Road
Suite 200
Bethesda, MD 20814
Phone: 301-271-2200
Fax: 301-271-2201

22-040-835-01

THIS INSTRUMENT WAS DRAFTED BY GARY L. COOPER, P.L.S. (3-2072)

RECEIVED MAY 22TH DAY OF JUNE. 1934
PAID TO THE 15TH DAY OF MARCH. 1934

Abstract

26

Storm Water Management Practice Maintenance Agreement

Document Number

Neumann Development, Inc., as "Owner" of the property described below, in accordance with City of Oconomowoc's Municipal Code Chapter 19 Storm Water Management and Erosion Control Ordinance, agrees to install and maintain storm water management practice(s) on the subject property in accordance with approved plans and Storm Water Permit conditions. The owner further agrees to the terms stated in this document to ensure that the storm water management practice(s) continues serving the intended functions in perpetuity. This Agreement includes the following exhibits:

Exhibit A: Legal Description of the real estate for which this Agreement applies ("Property").

Exhibit B: Location Map(s) – shows an accurate location of each storm water management practice affected by this Agreement.

Exhibit C: Maintenance Plan – prescribes those activities that must be carried out to maintain compliance with this Agreement.

Exhibit D: Design Summary – contains a summary of key engineering calculations and other data used to design the wet detention ponds and infiltration basins.

Note: After construction verification has been accepted by City of Oconomowoc, for all planned storm water management practices, an addendum(s) to this agreement shall be recorded by the Owner showing design and construction details. The addendum(s) may contain several additional exhibits, including certification by City of Oconomowoc of Storm Water Permit termination, as described below.

Through this Agreement, the Owner hereby subjects the Property to the following covenants, conditions and restrictions:

1. The Owner shall be responsible for the routine and extraordinary maintenance and repair of the storm water management practice(s) and drainage easements identified in Exhibit B until Storm Water Permit termination by City of Oconomowoc in accordance with Chapter 19 of the City Code of Ordinances.
2. After Storm Water Permit termination under 1, the current Owner(s) shall be solely responsible for maintenance and repair of the storm water management practices and drainage easements in accordance with the maintenance plan contained in Exhibit C.
3. Upon written notification by City of Oconomowoc or their designee, the Owner(s) shall, at their own cost and within a reasonable time period determined by the City of Oconomowoc, have an inspection of the storm water management practice conducted by a qualified professional, file a report with the City of Oconomowoc and complete any maintenance or repair work recommended in the report. The Owner(s) shall be liable for the failure to undertake any maintenance or repairs.
4. In addition, and independent of the requirements under paragraph 3 above, the City of Oconomowoc, or its designee, is authorized to access the property as necessary to conduct inspections of the storm water management practices or drainage easements to ascertain compliance with the intent of this Agreement and the activities prescribed in Exhibit C. The City of Oconomowoc may require work to be done which differs from the report described in paragraph 3 above, if the City of Oconomowoc reasonably concludes that such work is necessary and consistent with the intent of this agreement. Upon notification by the City

4776546

REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON

July 26, 2024 09:38 AM
James R Behrend
Register of Deeds

26 PGS
TOTAL FEE:\$30.00
TRANS FEE:\$0.00

Book Page -



Name and Return Address

Olde Highlander, LLC
N27W24025 Paul Ct., Suite 100
Pewaukee, WI 53072
Return to: Eric Obarski

OCOC0609994015; OCOC0609994014
OCOC0609994013; OCOC0609994010
OCOC0609994004; OCOC0609994012
OCOC0609994008

Parcel Identification Number(s) – (PIN)

- of Oconomowoc of required maintenance or repairs, the Owner(s) shall complete the specified maintenance or repairs within a reasonable time frame determined by the City of Oconomowoc.
5. If the Owner(s) do not complete an inspection under 3. above or required maintenance or repairs under 4. above within the specified time period, the City of Oconomowoc is authorized, but not required, to perform the specified inspections, maintenance or repairs. In the case of an emergency situation, as determined by the City of Oconomowoc, no notice shall be required prior to the City of Oconomowoc performing emergency maintenance or repairs. The City of Oconomowoc may levy the costs and expenses of such inspections, maintenance or repair related actions as a special charge against the Property and collected as such in accordance with the procedures under s. 66.0627 Wis. Stats. or subch. VII of ch. 66 Wis. Stats.
 6. This Agreement shall run with the Property and be binding upon all heirs, successors and assigns. After the Owner records the addendum noted above, the City of Oconomowoc shall have the sole authority to modify this agreement upon a 30-day notice to the current Owner(s).

Dated this 23 day of July, 2024.

Owner:

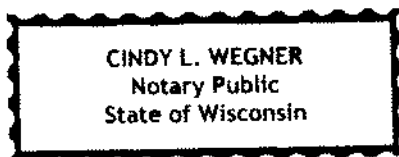

(Owners Signature)

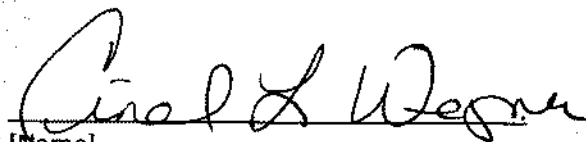
Bryan Lindgren, President Neumann Developments Inc., sole member

Acknowledgements

State of Wisconsin:
County of Waukesha

Personally came before me this 23 day of July, 2024 the above named Bryan Lindgren to me known to be the person who executed the foregoing instrument and acknowledged the same.




[Name]
Notary Public, Waukesha, WI
My commission expires: 8/21/24

This document was drafted by:
Jayme Sisel, P.E.
Sound Stormwater Design LLC
Muskego, WI

Exhibit A – Legal Description

The following description and reduced copy map identifies the land parcel(s) affected by this Agreement. For a larger scale view of the referenced document, contact the City of Oconomowoc Register of Deeds office.

Project Identifier: **Olde Highlander Subdivision** Acres: **235.773**

Date of Recording:

Map Produced By: **Trio Engineering**

Legal Description:

All that part of Parcel 2 of Certified Survey Map No. 9721, Parcel 1 of Certified Survey Map No. 8658, Outlot 1 of Certified Survey Map No. 8337, Parcels 2 and 4 of Certified Survey Map No. 7781, parts of Parcels 1 and 4 of Certified Survey Map No. 1118, Lots 3 and 4 of Certified Survey Map No. 861 and Unplatted Lands, being located in a part of the Southwest 1/4 of the Southwest 1/4 of Section 3, the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 9, and the Northwest 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 and the Northwest 1/4 and Northeast 1/4 of the Southwest 1/4 of Section 10, all in Town 7 North, Range 17 East, in the City of Oconomowoc, Waukesha County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the Northwest corner of said Section 10, said point being the place of beginning of lands hereinafter described;

Thence North 00°44'49" West and along the West line of the said Southwest 1/4 of said Section 3, 368.59 feet to a point; Thence South 89°55'55" East and along the South line of Lot 1 of Certified Survey Map No. 10556 and then the South Right-of-Way line of "Robruck Lane", 240.79 feet to a point; Thence South 00°58'10" East and along the West line of Lot 2 of said Certified Survey Map No. 861, 289.01 feet to a point; Thence North 73°51'46" East and along the South line of said Lot 2, 294.63 feet to a point on the Southerly Right-of-Way line of "Robruck Drive"; Thence Southeasterly 140.11 feet along the said Southerly Right-of-Way line and the arc of a curve, whose center lies to the Northeast, whose radius is 60.00 feet, whose central angle is 133°47'54", and whose chord bears South 83°02'03" East, 110.38 feet to a point; Thence South 89°56'00" East and along the South line of Lot 1 of said Certified Survey Map No. 861, 113.04 feet to a point of curvature; Thence Northeasterly 130.08 feet along the said South line of said Lot 1 and the arc of a curve, whose center lies to the Northwest, whose radius is 220.00 feet, whose central angle is 33°52'36", and whose chord bears North 73°07'42" East, 128.19 feet to a point on the Southwesterly Right-of-Way line of "Summit Avenue" (S.T.H. "67"); Thence South 33°48'40" East and along the said Southwesterly Right-of-Way line, 223.91 feet to a point on the North line of the said Northwest 1/4 of said Section 10; Thence North 89°56'00" West and along the said North line, 16.63 feet to a point on the said Southwesterly Right-of-Way line of said "Summit Avenue" (S.T.H. "67"); Thence Southeasterly 118.77 feet along the said Southwesterly Right-of-Way line and the arc of a curve, whose center lies to the Northeast, whose radius is 2064.86 feet, whose central angle is 03°17'44", and whose chord bears South 43°21'33" East, 118.75 feet to a point; Thence South 42°51'26" West and along the Northwesterly line of Parcel 1 of Certified Survey Map No. 7780, 60.00 feet to a point; Thence North 47°08'34" West and along the said Northwesterly line, 50.00 feet to a point; Thence South 42°51'26" West and along the said Northwesterly line, 206.44 feet to a point of curvature; Thence Southwesterly 113.16 feet along the said Northwesterly line and the arc of a curve, whose center lies to the Southeast, whose radius is 329.40 feet, whose central angle is 19°41'00", and whose chord bears South 33°00'56" West, 112.61 feet to a point of tangency; Thence South 23°10'26" West and along the said Northwesterly line, 78.32 feet to a point of curvature; Thence Southwesterly 13.86 feet along the said Northwesterly line and the arc of a curve, whose center lies to the Northwest, whose radius is 49.08 feet, whose central angle is 16°10'37", and whose chord bears South 31°15'44.5" West, 13.81 feet to a point; Thence South 50°38'57" East and along the said Northwesterly line, 50.00 feet to a point; Thence Southwesterly 43.63 feet along the said Northwesterly line and the arc of a curve, whose center lies to the Northwest, whose radius is 99.08 feet, whose central angle is 25°13'39", and whose chord bears South 51°57'52.5" West, 43.27 feet to a point of tangency; Thence South 64°34'42" West and along the said Northwesterly line, 38.35 feet to a point on the Northeasterly line of Parcel 2 of said Certified Survey Map No. 7780; Thence North 25°25'18" West and along the said Northeasterly line, 50.00 feet to a point; Thence South 64°34'42" West and along the Northwesterly line of said Parcel 2 and its Southwesterly extension thereof, 415.61 feet to a point of curvature; Thence Southwesterly 43.27 feet along the arc of a curve, whose center lies to the Northwest, whose radius is 145.05 feet, whose central angle is 17°05'32", and whose chord bears South 73°07'31" West, 43.11 feet to a point; Thence South 00°00'12" East, 50.39 feet to a point; Thence Southwesterly 14.54 feet along the arc of a curve, whose center lies to the Northwest, whose radius is 195.05 feet, whose central angle is 04°16'20", and

Exhibit A – Legal Description (Continued)

whose chord bears South 85°57'05" West, 14.54 feet to a point; Thence South 00°00'12" East, 204.39 feet to a point; Thence South 42°30'12" East, 59.02 feet to a point; Thence North 85°00'12" West, 80.19 feet to a point; Thence South 42°30'12" East and along the Southwesterly line of Lot 1 of Certified Survey Map No. 12242, 81.40 feet to a point; Thence South 85°00'12" East and along the said Southwesterly line, 123.17 feet to a point; Thence South 53°44'58" East and along the said Southwesterly line, 67.15 feet to a point of curvature; Thence Southeasterly 227.72 feet along the said Southwesterly line and the arc of a curve, whose center lies to the Northeast, whose radius is 595.13 feet, whose central angle is 21°55'23", and whose chord bears South 64°42'39.5" East, 226.33 feet to a point of reverse curvature; Thence Southeasterly 42.97 feet along the said Southwesterly line and the arc of a curve, whose center lies to the Southwest, whose radius is 59.64 feet, whose central angle is 41°16'59", and whose chord bears South 55°01'51.5" East, 42.05 feet to a point of tangency; Thence South 34°23'22" East and along the said Southwesterly line, 373.81 feet to a point of curvature; Thence Southeasterly 66.16 feet along the said Southwesterly line and the arc of a curve, whose center lies to the Northeast, whose radius is 76.88 feet, whose central angle is 49°18'32", and whose chord bears South 59°02'38" East, 64.14 feet to a point; Thence South 64°31'19" East and along the said Southwesterly line and then the Southwesterly Right-of-Way line of "Kari Court", 374.13 feet to a point; Thence North 89°59'48" East and along the South Right-of-Way line of said "Kari Court", 204.71 feet to a point; Thence South 00°00'12" East, 120.98 feet to a point; Thence North 89°59'48" East, 83.45 feet to a point; Thence South 00°00'12" East, 1275.75 feet to a point; Thence North 89°39'13" West and along the North line of Certified Survey Map No's. 10220, 10150 and Lot 1 of Certified Survey Map No. 9985, 719.53 feet to a point; Thence South 01°06'54" West and along the West line of said Lot 1 of said Certified Survey Map No. 9985, 356.70 feet to a point on the North Right-of-Way line of "Oconomowoc Parkway"; Thence North 88°53'06" West and along the said North Right-of-Way line, 265.99 feet to a point; Thence North 01°06'54" East and along the East line of Parcel 2 of Certified Survey Map No. 8337, 205.00 feet to a point; Thence North 88°53'06" West and along the North line of said Parcel 2, 268.00 feet to a point; Thence South 63°52'26" West and along the said North line of said Parcel 2, 163.85 feet to a point; Thence North 88°53'06" West and along the said North line of said Parcel 2, 59.99 feet to a point; Thence South 01°06'54" West and along the West line of said Parcel 2, 130.00 feet to a point on the said North Right-of-Way line of said "Oconomowoc Parkway"; Thence North 88°53'06" West and along the said North Right-of-Way line, 110.03 feet to a point on the West line of the said Southwest 1/4 of said Section 10; Thence North 00°01'12" East and along the said West line of the said Southwest 1/4 of said Section 10, 345.27 feet to a point; Thence North 89°39'13" West and along the North line of Parcel 1 of said Certified Survey Map No. 8337, 519.58 feet to a point on the East line of Block 1 of "Briarwood" (A Subdivision Plat of Record); Thence North 00°01'08" East and along the said East Subdivision line, 428.58 feet to a point on the North line of the said Southeast 1/4 of said Section 9; Thence North 87°52'51" West and along the said North line of the said Southeast 1/4 of said Section 9, 16.81 feet to a point; Thence North 00°08'07" West and along the said East Subdivision line, 264.36 feet to a point; Thence North 87°52'51" West and along the North line of said Block 1 and then the North line of Block 3 of said "Briarwood" Subdivision, 2109.86 feet to a point on the West line of the said Northeast 1/4 of said Section 9; Thence North 00°54'19" West and along the said West line of the said Northeast 1/4 of said Section 9, 2277.26 feet to a point marking the North 1/4 Corner of said Section 9; Thence North 89°48'22" East and along the North line of the said Northeast 1/4 of said Section 9, 2675.24 feet to the point of beginning of this description.

Said Parcel contains 10,270,251 Square Feet (or 235.7725 Acres) of land, more or less.

Exhibit B - Location Map

Storm Water Management Practices Covered by this Agreement

The storm water management practices covered by this Agreement are depicted in the reduced copy of a portion of the construction plans, as shown below. The practices include five wet detention ponds, two infiltration basins, grass swales (conveying storm water to the ponds), and all associated pipes, earthen berms, rock chutes and other components of these practices. In addition, this agreement includes maintaining two existing ponds located southwest of the development and all sections of the Linear Pond that receive direct stormwater runoff from the Olde Highlander development. All of the noted stormwater management practices are located within outlots or drainage easements on the subdivision plat, as noted in Exhibit A, and as outlined on Exhibit D.

Subdivision Name: **Olde Highlander Subdivision**

Storm water Practices: **Wet Detention Ponds (5), Future Wet Detention Ponds (2), Infiltration Basins (2), Existing Ponds (2), Linear Pond, Grass swales**

Location of Practices: **Outlots as represented on the Olde Highlander Subdivision Final Plat**

Owners: **Each owner of Lots 1 through 295 shall have equal (1/295) undividable interest in outlots containing stormwater management practices**

		PROJECT: OLDE HIGHLANDER - PH. 1	DATE: October 4, 1988		C171
			CITY OF RICHMOND, VIRGINIA SINGLE FAMILY RESIDENTIAL SUBDIVISION 101 RICHMOND AVENUE, SUITE 100 RICHMOND, VIRGINIA 23219	JOB NUMBER: 88-00-048	
SUBDIVISION INFORMATION: NAME: OLDE HIGHLANDER ADDRESS: 101 RICHMOND AVENUE, SUITE 100 CITY: RICHMOND STATE: VA ZIP: 23219 PHONE: 804-350-1000 FAX: 804-350-1000 E-MAIL: OLDEHIGHLANDER@GMAIL.COM			RECORD DETAILS DRAWING: 88-00-048 SHEET: 1		

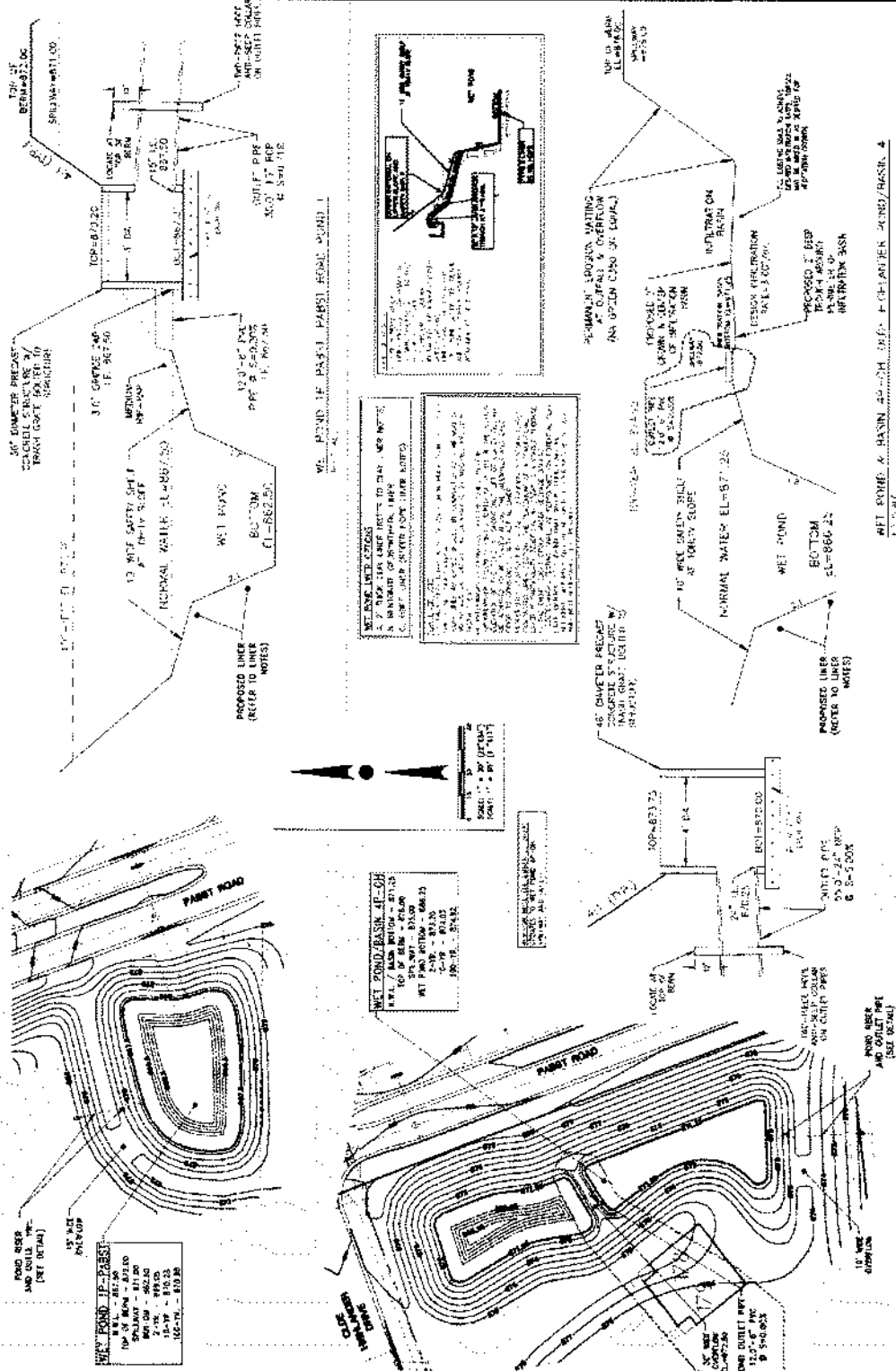


Exhibit B - Location Map (Continued)

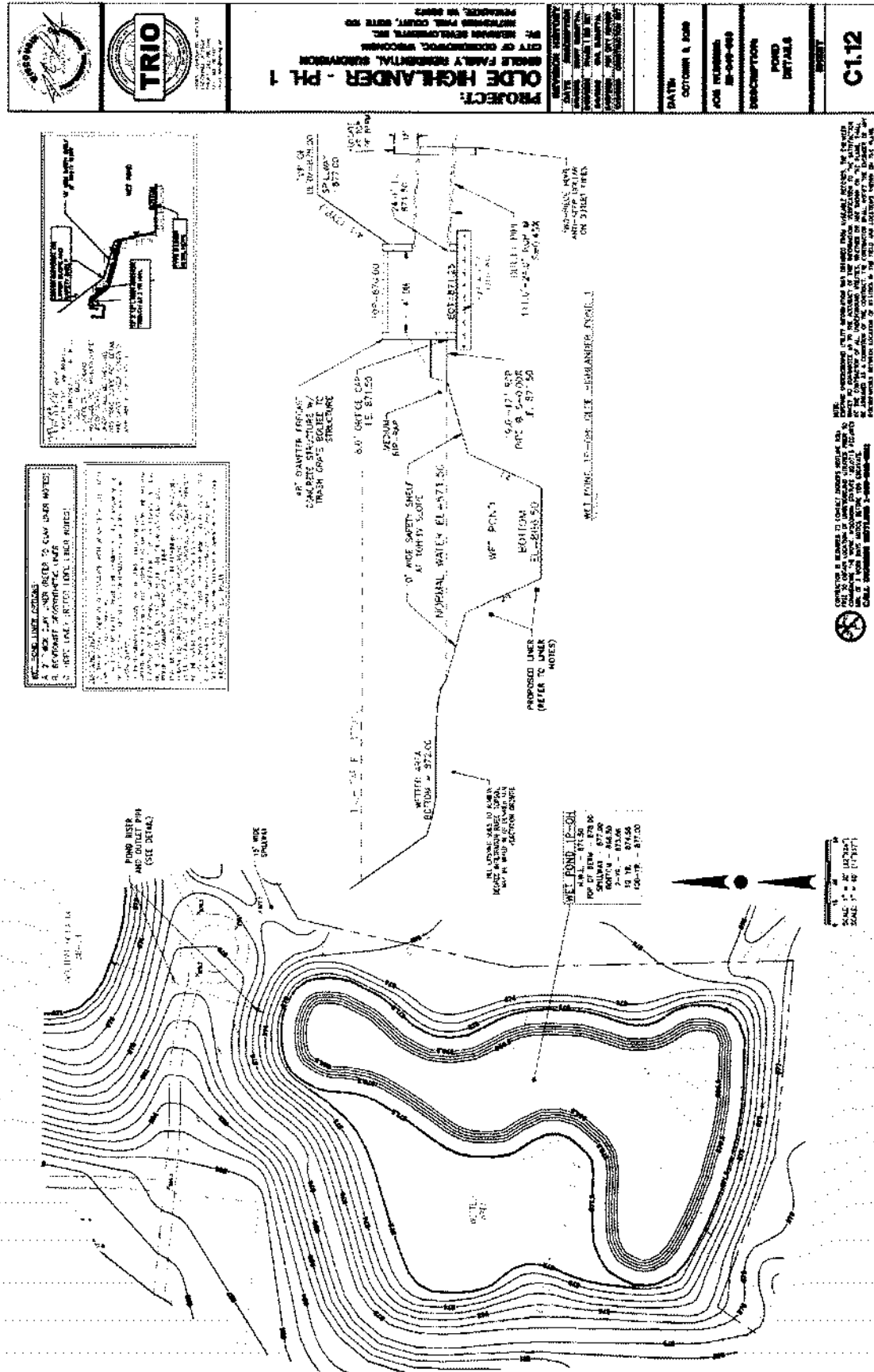
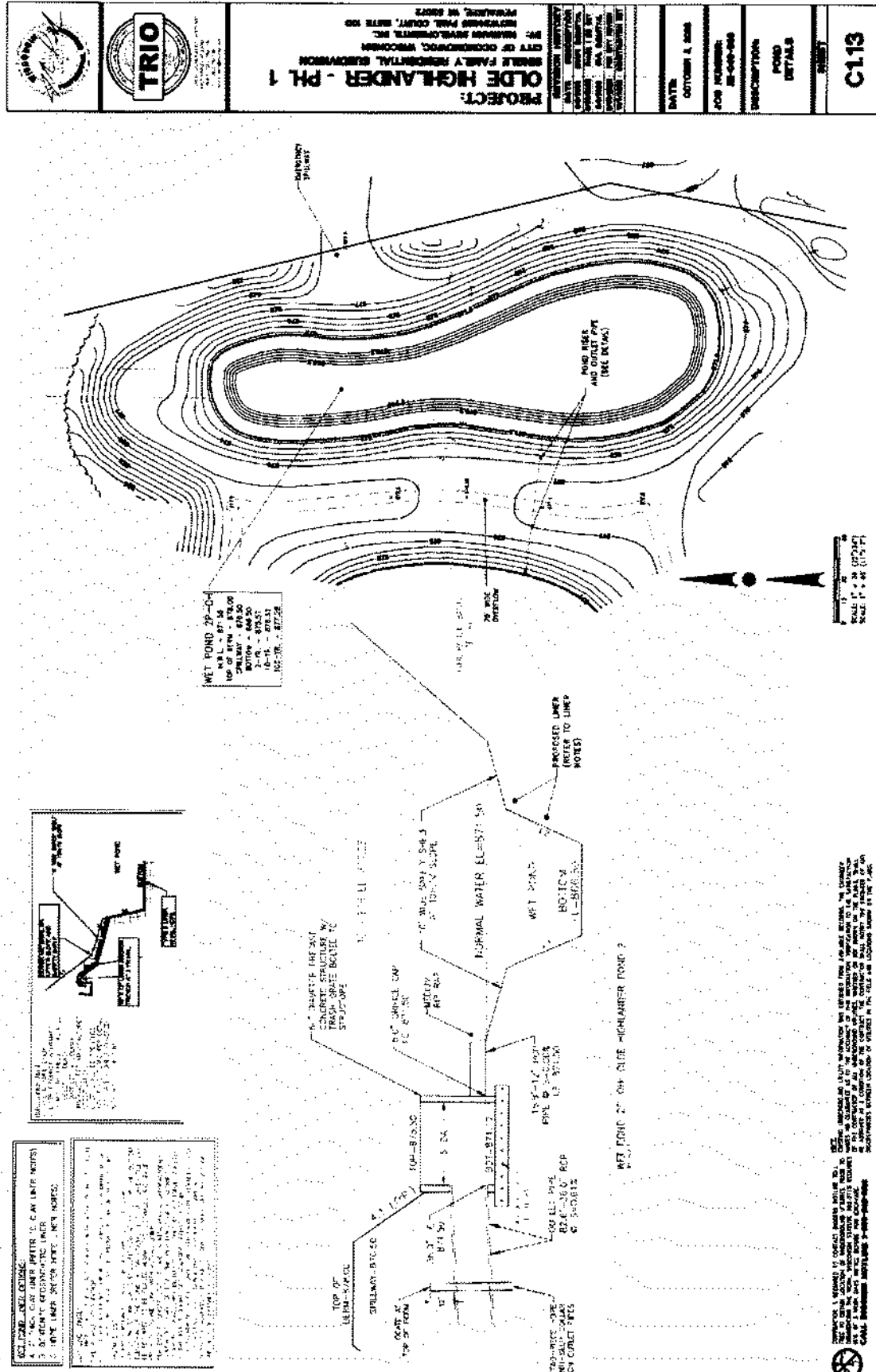


Exhibit B - Location Map (Continued)



Trial	Control	MCI	AD
1	85	75	65
2	80	70	60
3	78	68	58
4	76	66	56
5	75	65	55



Exhibit C

Stormwater Practice Maintenance Plan

This exhibit explains the basic function of each of the storm water practices listed in Exhibit B and prescribes the minimum maintenance requirements to remain compliant with this Agreement. The maintenance activities listed below are aimed to ensure these practices continue serving their intended functions in perpetuity. The list of activities is not all inclusive, but rather indicates the minimum type of maintenance that can be expected for this particular site. Access to the storm water practices for maintenance vehicles is shown in Exhibit B. Any failure of a storm water practice that is caused by a lack of maintenance will subject the Owner(s) to enforcement of the provisions listed on page 1 of this Agreement by the City of Oconomowoc.

System Description:

The wet detention pond is designed to trap 80% of sediment in runoff and maintain pre-development downstream peak flows. The ponds are designed with 4:1 side slopes on the berms, a 10-foot wide berm width, and 10-foot safety shelves below the normal water level. To maintain proper performance, the pond size, water level and outlet structures must be maintained as specified in this Agreement (see Exhibit B).

Wet Detention Pond 1P-OH receives runoff from a 49.03-acre drainage area. During high rainfall or snow melt events, the water level will temporarily rise and slowly drain down to the elevation of the control structure. The water level is controlled by a riser structure with an 8-inch low flow orifice, a 48-inch horizontal grate, and a 24-inch concrete outlet pipe that discharges to Infiltration Basin 3B-OH. Wet Detention Pond 2P-OH receives runoff from a 69.94-acre drainage area. The water level in Pond 2P-OH is controlled by a 5-inch low flow orifice, a 60-inch horizontal grate, and a 36-inch concrete outlet pipe that also discharges to Infiltration Basin 3B-OH. Infiltration Basin 3B-OH receives runoff from a 9.90-acre drainage area in addition to runoff from Ponds 1P-OH and 2P-OH. Infiltration Basin 3B-OH is internally drained and will have zero release during the 100-year, 24-hour storm.

Wet Detention Pond 4P-OH and Infiltration Basin 4B-OH are hydraulically connected and receive runoff from a 12.27-acre drainage area. The low flow water level in Pond 4P-OH is controlled by a 6-inch culvert pipe to pretreat stormwater runoff prior to draining into Basin 4B-OH. During rain events greater than the average annual rainfall, water drains through a 15-foot spillway allowing the pond and basin to act as one system. The water level for the pond/basin system is controlled by a riser structure in Basin 4B-OH with a 48-inch horizontal grate, and a 24-inch concrete outlet pipe.

Wet Detention Pond 1P-Pabst receives runoff from a 4.94-acre drainage area. During high rainfall or snow melt events, the water level will temporarily rise and slowly drain down to the elevation of the control structure. The water level is controlled by a riser structure with a 3-inch low flow orifice, a 36-inch horizontal grate, and a 15-inch concrete outlet pipe.

Wet Detention Pond 2P-Pabst receives runoff from an 7.81-acre drainage area. The water level is controlled by a riser structure with a 3-inch low flow orifice, a 48-inch horizontal grate, and a 34-inch by 22-inch elliptical concrete outlet pipe.

Existing Pond 1P-SW receives runoff from a 12.90-acre drainage area primarily comprised of residential backyards and undeveloped lands. This pond is internally drainage and produces zero discharge due to the highly permeable sands and gravels in this area.

Existing Pond 3P-SW receives runoff from a 17.71-acre drainage area primarily comprised of undeveloped lands and maintained golf course greens. Olde Highlander, LLC intends to transfer ownership of this pond to the golf course. By virtue of ownership transfer, the golf course acquires any rights or interests in and to the

Exhibit C (Continued)

Stormwater Practice Maintenance Plan

storm water management facility and the associated obligations thereto. Upon the transfer of ownership, Olde Highlander, LLC obligations as an owner of this storm water management facility (Pond 3P-SW) will terminate.

The Linear Pond is an internally drained system and is the final treatment practice in this stormwater management plan. Any remaining sediment loading not trapped by the wet detention ponds will settle to the bottom of the existing Linear Pond. During rain events, water levels will temporarily rise and then recede back to groundwater levels as a result of infiltration through the sidewalls of this system due to the highly permeable sands and gravels that surround the Linear Pond.

"As-built" construction drawings of the ponds and basins, showing actual dimensions, elevations, outlet structures, etc. will be recorded as an addendum(s) to this agreement within 60 days after City of Oconomowoc accepts verification of construction from the project engineer.

Minimum Maintenance Requirements:

To ensure the proper long-term function of the storm water management practices described above, the following activities must be completed:

General Maintenance requirements and restrictions:

1. All backyard private storm sewer, structures, and pipes shall be inspected after each heavy rain and periodically throughout the year to ensure the system is free flowing and there is no blockage or structural failure. Any blockage must be removed immediately. Any repairs shall be performed as needed.
2. Grass swales shall be preserved to allow free flow of surface runoff in accordance with approved grading plans.
3. No buildings or other structures are allowed in grass swale areas.
4. No grading or filling is allowed that may interrupt flows in any way.
5. Grass swales, inlets and outlets should be checked after heavy rains (minimum of annually) for signs of erosion. Any eroding areas must be repaired immediately to prevent premature sediment build-up in the downstream ponds or basins. Erosion matting is recommended for repairing grassed areas.
6. NO trees are to be planted or allowed to grow in bottom of grass swales.
7. Periodic mowing of the grass swales will encourage vigorous grass cover and allow better inspections for erosion. Waiting until after August 1 will avoid disturbing nesting wildlife.
8. Invasive plant and animal species shall be managed in compliance with Wisconsin Administrative Code Chapter NR 40. This may require eradication of invasive species in some cases.
9. Any other repair or maintenance needed to ensure the continued function of the storm water practices or as ordered by the City of Oconomowoc under the provisions listed on page 1 of this Agreement.

Wet Detention Pond Maintenance

1. The pond and all components (grass swales, inlets, outlets, etc.) should be inspected after each heavy rain, and periodically throughout the year, but at a minimum of once per year to ensure there is no blockage from floating debris or ice, especially the washed stone in front of the 2-inch orifice and the trash rack on the riser in Basin 4B. Any blockage must be removed immediately. The washed stone must be replaced when it becomes clogged.
2. NO trees are to be planted or allowed to grow on the earthen berms for the ponds. Tree root systems can reduce soil compaction and cause berm failure. The berms must be inspected annually and any woody vegetation removed.

Stormwater Practice Maintenance Plan

3. If the permanent pool water level falls below the safety shelf, a review shall be performed to determine whether the cause is liner leakage or an insufficient water recharge. If the cause is leakage, the liner shall be repaired. Leakage due to muskrat burrows may require removal of the animals, repair of the liner with clay, and embedding wire mesh in the liner to deter further burrowing. If the permanent pool cannot be sustained at the design elevation, benching of the safety shelf may be necessary.
4. Nuisance (decay odors, etc.) floating algae or weed growth should be removed from the pond and deposited where it cannot drain back into the pond. Removal of the vegetation from the water reduces regrowth the following season (by harvesting the nutrients). Wetland vegetation must be maintained along the waters edge for safety and pollutant removal purposes.
5. If mosquitoes become a nuisance, the use of mosquito larvicide containing naturally-occurring Bti soil bacteria is recommended.
6. When sediment in the pond has accumulated to an elevation of three feet below the outlet elevation, it must be removed (see Exhibit D). All removed sediment must be placed in an appropriate upland disposal site and stabilized (grass cover) to prevent sediment from washing back into the pond. Failure to remove sediment from the pond will cause resuspension of previously trapped sediments and increase downstream deposition.
7. No grading or filling of the pond or berm other than for sediment removal is allowed, unless otherwise approved by the City of Oconomowoc.
8. Mowing around the pond may attract nuisance populations of geese to the property and is not necessary or recommended.
9. Aerators/Fountains – If an aerator or fountain is desired for visual and other aesthetic effects (aerators designed to mix the contents of the pond are prohibited) they must meet all of the items below:
 - i. Use an aerator/fountain that does not have a depth of influence that extends into the sediment storage depth (i.e. more than three feet below the normal water surface).
 - ii. If the water surface drops due to drought or leakage, the aerator / fountain may not be operated until the water rises enough for the depth of influence to be above the sediment storage layer. Therefore, if the depth of influence of the aerator / fountain is two feet, the water surface must be within one foot or less of the lowest pond outlet.
 - iii. Provide an automatic shut-off of the aerator/fountain as the pond starts to rise during a storm event. The aerator/fountain must remain off while the pond depth returns to the permanent pool elevation and, further, shall remain off for an additional 48 hours, as required for the design micron particle size to settle to below the draw depth of the pump.
 - iv. Configure the pump intake to draw water primarily from a horizontal plane so as to minimize the creation of a circulatory pattern from bottom to top throughout the pond.

Infiltration Basin Maintenance

1. A minimum of 70% soil cover made up of native grasses must be maintained on the basin bottom to ensure infiltration rates. Periodic burning or mowing is recommended to enhance establishment of the prairie grasses (which may take 2-3 years) and maintain the minimum native cover. To reduce competition from cool season grasses (bluegrass, fescues, quack, etc.) and other weeds:
 - i. For the first year, cut to a 6" height three times – once each in June, July and early August. To prevent damage to the native grasses, do not mow below a 6" height. Remove excessive accumulation of clippings to avoid smothering next year's seedlings.
 - ii. After the first year, mowing may only be needed in early June each year to help control the spread of cool season plants. The mowing should also be raised to 10-12" to avoid damage to the warm season plants.

Exhibit C (Continued)

Stormwater Practice Maintenance Plan

- iii. Burning may also be used to manage weeds in 2-5 years intervals. Late spring burns (mid-late May) provide maximum stimulus to warm season grasses and work well to control cool season grasses. Burn when the cool season grasses are growing and the warm season plants are just barely starting to grow to get maximum control of cool season species.
 - iv. Any major bare areas or areas taken over by nonnative species must be reseeded. To clear area of weeds and cool season grasses, treat with an herbicide that contains glyphosphate in accordance with manufacturer's instructions. Ensure a firm seedbed is prepared to a depth of 3 inches (a roller is recommended). Seeding should occur in early-mid June. Seed with Big Bluestem, Indian Grass, Little Blue Stem or Switchgrass (preferably an equal mix of all four types). A companion crop of oats is recommended. Seed must be placed at a depth of 1/4 – 1/2" and a minimum rate of 1/4 pound per 100 square feet. If broadcast seeding by hand, drag leaf rake over soil surface after seeding. Then roll it again and cover with a light layer of mulch and staked erosion control netting to hold it in place until germination. For other planting details, see NRCS standard 342 (Critical Area Planting).
2. The basin and all components (grass swales, inlets, outlets, etc.) should be inspected after each heavy rain, but at a minimum of once per year. If the basin is not draining properly (within 72 hours), further inspection may be required by persons with expertise in storm water management and/or soils.
 - i. If soil testing shows that the soil surface has become crusted, sealed or compacted, some deep tillage should be performed. Deep tillage will cut through the underlying soils at a 2-3 foot depth, loosening the soil and improving infiltration rates, with minimal disturbance of the surface vegetation. Types of tillage equipment that can be used include a subsoiler or straight, narrow-shanked chisel plow.
 - ii. If sedimentation is determined to be causing the failure, the accumulated sediment must be removed and the area reseeded in accordance with the notes above.
 3. All outlet pipes and other flow control devices must be kept free of debris. Any blockage must be removed immediately.
 4. Any eroding areas must be repaired immediately to prevent premature sediment build-up in the system. Erosion matting is recommended for repairing grassed areas.
 5. Heavy equipment and vehicles must be kept off of the bottom and side slopes of infiltration basins to prevent soil compaction. Soil compaction will reduce infiltration rates and may cause failure of the basin, resulting in ponding and possible growth of wetland plants.
 6. No trees are to be planted or allowed to grow on the earthen berms or the bottom of the basin. On the berms, tree root systems can reduce soil compaction and cause berm failure. On the basin bottom, trees may shade out the native grasses. The basin must be inspected annually and any woody vegetation removed.

Linear Pond Maintenance

1. The pond and all components (grass swales, inlets, etc.) should be inspected after each heavy rain, and periodically throughout the year, but at a minimum of once per year to ensure there is no blockage from floating debris or ice. Any blockage must be removed immediately.
2. No trees are to be planted or allowed to grow on the earthen berms for the pond. Tree root systems can reduce soil compaction and cause berm failure. The berms must be inspected annually and any woody vegetation removed.
3. Nuisance (decay odors, etc.) floating algae or weed growth should be removed from the pond and deposited where it cannot drain back into the pond. Removal of the vegetation from the water reduces regrowth the following season (by harvesting the nutrients). Wetland vegetation must be maintained along the waters edge for safety and pollutant removal purposes.

Exhibit C (Continued)

Stormwater Practice Maintenance Plan

4. If mosquitoes become a nuisance, the use of mosquito larvicide containing naturally-occurring Bti soil bacteria is recommended.
5. When sediment in the pond has accumulated to an elevation of three feet below the normal water elevation, it must be removed. All removed sediment must be placed in an appropriate upland disposal site and stabilized (grass cover) to prevent sediment from washing back into the pond. Failure to remove sediment from the pond will cause resuspension of previously trapped sediments.
6. No grading or filling of the pond or berm other than for sediment removal is allowed, unless otherwise approved by the City of Oconomowoc.
7. Mowing around the pond may attract nuisance populations of geese to the property and is not necessary or recommended.
8. Aerators/Fountains – If an aerator or fountain is desired for visual and other aesthetic effects (aerators designed to mix the contents of the pond are prohibited) they must meet all of the items below:
 - i. Use an aerator/fountain that does not have a depth of influence that extends into the sediment storage depth (i.e. more than three feet below the normal water surface).
 - ii. If the water surface drops due to drought or leakage, the aerator / fountain may not be operated until the water rises enough for the depth of influence to be above the sediment storage layer. Therefore, if the depth of influence of the aerator / fountain is two feet, the water surface must be within one foot or less of the normal water level.
 - iii. Provide an automatic shut-off of the aerator/fountain as the pond starts to rise during a storm event. The aerator/fountain must remain off while the pond depth returns to the permanent pool elevation and, further, shall remain off for an additional 48 hours, as required for the design micron particle size to settle to below the draw depth of the pump.
 - iv. Configure the pump intake to draw water primarily from a horizontal plane so as to minimize the creation of a circulatory pattern from bottom to top throughout the pond.

Stormwater Maintenance Reporting Requirements:

The Titleholders shall conduct and document annual inspections and submit to the DPW a report on the condition for the site's storm water management conveyance systems and devices/ponds/basins every year. This report shall be submitted by December 31st of the fifth year following the termination of the Storm Water Permit by the City of Oconomowoc. It is recommended to have a Wisconsin Licensed Professional Engineer with expertise in storm water best management practices perform the annual inspections and prepare the report. The submitted maintenance report shall include the following:

- (a) Maintenance inspection forms/checklist shall address the maintenance reporting requirements of this agreement, and shall be deemed acceptable by the City of Oconomowoc DPW.
- (b) Documentation of the completion of the required maintenance, including copies of receipts from agents hired to perform the work and the date the work was completed, along with photos of the management conveyance systems and devices/ponds/basins after completion of the required maintenance.

Exhibit D Design Summaries

Project Identifier: Olde Highlander Subdivision **Project Size:** 235.773 Acres **No. of Lots:** 295
Number of Runoff Discharge Points: 3 **Watershed (ultimate discharge):** Internally Drained
Watershed Area (including off-site runoff traveling through project area): _____

Watershed Data Summary. The following table summarizes the watershed data used to determine peak flows and runoff volumes required to design the stormwater systems.

Summary Data Elements	Olde Highlander		Pabst Road	
	Post-develop. Ponds 1P-OH, 2P-OH, & Basin 3B-OH	Post-develop. Ponds 4P-OH & Basin 4B-OH	Post-develop. Pond 1P-Pabst	Post-develop. Pond 2P-Pabst
Watershed Areas (in acres) (see attached map)	128.87	12.27	4.94	7.81
Average Watershed Slopes (%)	2-5%	2-5%	2-5%	2-5%
Land Uses (% of each) (see attached map)	51.54 ac. imp. 1.34 ac. water 75.99 ac. lawn	4.70 ac. imp. 0.09 ac. water 7.48 ac. lawn	2.34 ac. imp. 0.15 ac. water 2.45 ac. lawn	3.99 ac. imp. 0.12 ac. water 4.07 ac. lawn
Runoff Curve Numbers	76	75	80	81
Conveyance Systems Types	grass swale storm sewer	grass swale storm sewer	storm sewer	storm sewer
Summary of Average Conveyance System Data	sewer (see calcs.)	sewer (see calcs.)	sewer (see calcs.)	sewer (see calcs.)
Time of Concentration (T _c) (see attached map & worksheets)	12 to 25 min.	20 min.	15 min.	15 min.
25% of 2-yr 24-hr post-dev runoff volume	N/A – site internally drained	N/A – site internally drained	N/A – site internally drained	N/A – site internally drained
1-year/24 hour Runoff Volume	N/A – site internally drained	N/A – site internally drained	N/A – site internally drained	N/A – site internally drained
2-yr./24 hour Peak Flow (see attached hydrographs)	0.00	0.00	0.28*	6.90*
10-yr./24 hour Peak Flow	0.00	5.95*	0.54*	18.41*
100-yr./24 hour Peak Flow	0.00	28.98*	9.61*	34.99*

*: Drains directly to the existing linear pond and Loch Lake which are internally drained systems.

Exhibit D (continued)

Summary Data Elements	Future Commercial			
	Post-develop. Ponds 1P-F	Post-develop. Ponds 2P-F		
Watershed Areas (in acres) (see attached map)	1.30	5.76		
Average Watershed Slopes (%)	2-5%	2-5%		
Land Uses (% of each) (see attached map)	0.65 ac. imp. 0.04 ac. water 0.61 ac. lawn	2.88 ac. imp. 0.07 ac. water 2.81 ac. lawn		
Runoff Curve Numbers	81	80		
Conveyance Systems Types	grass swale storm sewer	grass swale storm sewer		
Summary of Average Conveyance System Data	sewer (see calcs.)	sewer (see calcs.)		
Time of Concentration (Tc) (see attached map & worksheets)	10 min.	15 min.		
25% of 2-yr 24-hr post-dev runoff volume	N/A – site internally drained	N/A – site internally drained		
1-year/24 hour Runoff Volume	N/A – site internally drained	N/A – site internally drained		
2-yr./24 hour Peak Flow (see attached hydrographs)	0.24*	0.63*		
10-yr./24 hour Peak Flow	1.84*	8.33*		
100-yr./24 hour Peak Flow	7.56*	25.36*		

*: Drains directly to the existing linear pond and Loch Lake which are internally drained systems.

Exhibit D (continued)

Practice Design Summary. The following table summarizes the data used to design *wet detention pond 1P-OH*.

Design Element	Design Data
Site assessment data: (see attached maps)	
Contributing drainage area to basin (subarea 1OH)	49.03 acres
Distance to nearest private well (including off-site wells)	> 100 feet
Distance to municipal well (including off-site wells)	> 1200 feet
Wellhead protection area involved?	No
Ground slope at site of proposed basin	average 3%
Any buried or overhead utilities in the area?	No
Proposed outfall conveyance system/discharge (w/ distances)	100 ft. to Infiltration Basin 3B
Any downstream roads or other structures? (describe)	No
Floodplain, shoreland or wetlands?	No
Soil investigation data (see attached map & soil logs):	
Number of soil investigations completed	2 (in basin area)
Do elevations of test holes extend 3 ft. below proposed bottom?	Yes (see map)
Average soil texture at pond bottom elevation (USDA)	Sand and gravel
Distance from pond bottom to bedrock	> 5 feet
Distance from pond bottom to seasonal water table	Pond bottom right at water table
General basin design data (see attached detailed drawings):	
Permanent pool surface area	0.84 acres
Design permanent pool water surface elevation	elev. 871.50
Top of berm elevation (after settling) and width	elev. 878.00 / 10 feet wide
Length/width (dimensions/ratio)	340 ft. (L) x 110 ft. (W) = 3:1
Safety shelf design (length, grade, max. depth)	10 ft. @ 10% slope/1.5' deepest
Ave. water depth (minus safety shelf/sediment)	5 ft. (in center)
Sediment forebay size & depth	none
Sediment storage depth & design maintenance	2 ft. depth 15-year maintenance schedule

Design Basin Inflow, Outflow & Storage Data (see attached hydrographs and detail drawings)				
Inflow Peak/Volume	Maximum Outflow Rate	Max. Water Elevation	Storage Volume at Max. Elev. (above perm. pool)	Outflow Control Structures*
31.61 cfs (Post 1-yr./24 hr. peak)	1.57 cfs	872.71 ft.	1.4 acre feet	#1
41.58 cfs (Post 2-yr./24 hr. peak)	1.87 cfs	873.08 ft.	1.9 acre feet	#1
82.97 cfs (Post 10-yr./24 hr. peak)	2.75 cfs	874.58 ft.	4.1 acre feet	#1
182.95 cfs (Post 100-yr./24 hr. peak)	26.32 cfs	877.00 ft.	8.4 acre feet	#1 and #2

- * #1 = 8-inch orifice – invert line elev. @ 871.50 (4.5 ft. max. head)
 #2 = 48-inch horizontal grate – elev. @ 876.00 (1 ft. max head)
 #3 = 15 foot wide earthen/grass emergency spillway – elev. @ 877.00 (1.0 ft. max. depth)

Exhibit D (continued)

Practice Design Summary. The following table summarizes the data used to design *wet detention pond 2P-OH*.

Design Element	Design Data
Site assessment data: (see attached maps)	
Contributing drainage area to basin (subarea 10H)	69.94 acres
Distance to nearest private well (including off-site wells)	> 100 feet
Distance to municipal well (including off-site wells)	> 1200 feet
Wellhead protection area involved?	No
Ground slope at site of proposed basin	average 3%
Any buried or overhead utilities in the area?	No
Proposed outfall conveyance system/discharge (w/ distances)	80 ft. to Infiltration Basin 3B
Any downstream roads or other structures? (describe)	No
Floodplain, shoreland or wetlands?	No
Soil investigation data (see attached map & soil logs):	
Number of soil investigations completed	3 (near basin area)
Do elevations of test holes extend 3 ft. below proposed bottom?	Yes (see map)
Average soil texture at pond bottom elevation (USDA)	Clay loam
Distance from pond bottom to bedrock	> 5 feet
Distance from pond bottom to seasonal water table	No water observed in test holes
General basin design data (see attached detailed drawings):	
Permanent pool surface area	0.73 acres
Design permanent pool water surface elevation	elev. 871.50
Top of berm elevation (after settling) and width	elev. 878.00 / 10 feet wide
Length/width (dimensions/ratio)	370 ft. (L) x 90 ft. (W) = 4:1
Safety shelf design (length, grade, max. depth)	10 ft. @ 10% slope/1.5' deepest
Ave. water depth (minus safety shelf/sediment)	5 ft. (in center)
Sediment forebay size & depth	none
Sediment storage depth & design maintenance	2 ft. depth 15-year maintenance schedule

Design Basin Inflow, Outflow & Storage Data (see attached hydrographs and detail drawings)				
Inflow Peak/Volume	Maximum Outflow Rate	Max. Water Elevation	Storage Volume at Max. Elev. (above perm. pool)	Outflow Control Structures*
42.92 cfs (Post 1-yr./24 hr. peak)	1.17 cfs	874.90 ft.	3.0 acre feet	#1
56.45 cfs (Post 2-yr./24 hr. peak)	2.25 cfs	875.57 ft.	3.7 acre feet	#1 and #2
112.71 cfs (Post 10-yr./24 hr. peak)	39.59 cfs	876.32 ft.	4.6 acre feet	#1 and #2
249.32 cfs (Post 100-yr./24 hr. peak)	220.70 cfs	877.28 ft.	6.0 acre feet	#1, #2, and #3

- * #1 = 5-inch orifice – invert line elev. @ 871.50 (4 ft. max. head)
 #2 = 60-inch horizontal grate – elev. @ 875.50 (1 ft. max head)
 #3 = 70 foot wide earthen/grass spillway – elev. @ 876.50 (1.5 ft. max. depth)
 #4 = 15 foot wide earthen/grass emergency spillway – elev. @ 877.50 (0.5 ft. max. depth)

Exhibit D (continued)

Practice Design Summary. The following table summarizes the data used to design *infiltration basin 3B-OH*.

Design Element	Design Data
Site assessment data: (see attached maps)	
Contributing drainage area to basin (subarea 10H)	9.90 acres
Distance to nearest private well (including off-site wells)	> 100 feet
Distance to municipal well (including off-site wells)	> 1200 feet
Wellhead protection area involved?	No
Ground slope at site of proposed basin	average 3%
Any buried or overhead utilities in the area?	No
Proposed outfall conveyance system/discharge (w/ distances)	Internally drained
Any downstream roads or other structures? (describe)	No
Floodplain, shoreland or wetlands?	No
Soil investigation data (see attached map & soil logs):	
Number of soil investigations completed	3 (in and near basin area)
Do elevations of test holes extend 3 ft. below proposed bottom?	Yes (see map)
Average soil texture at pond bottom elevation (USDA)	Sand and gravel
Distance from pond bottom to bedrock	> 5 feet
Distance from pond bottom to seasonal water table	No water observed in test holes
General basin design data (see attached detailed drawings):	
Effective infiltration area	2.27 acres
Bottom of basin elevation	elev. 871.00
Top of berm elevation (after settling) and width	elev. 878.00 / 10 feet wide
Length/width (dimensions/ratio)	400 ft. (L) x 200 ft. (W) = 2:1
Safety shelf design (length, grade, max. depth)	N/A
Ave. water depth (minus safety shelf/sediment)	N/A
Sediment forebay size & depth	N/A
Sediment storage depth & design maintenance	yearly maintenance schedule

Design Basin Inflow, Outflow & Storage Data (see attached hydrographs and detail drawings)				
Inflow Peak/Volume	Maximum Outflow Rate	Max. Water Elevation	Storage Volume at Max. Elev. (above perm. pool)	Outflow Control Structures*
3.27 cfs (Post 1-yr./24 hr. peak)	0.00 cfs	871.00 ft.	0.0 acre feet	#1
5.09 cfs (Post 2-yr./24 hr. peak)	0.00 cfs	871.01 ft.	0.0 acre feet	#1
44.32 cfs (Post 10-yr./24 hr. peak)	0.00 cfs	872.14 ft.	2.7 acre feet	#1
238.19 cfs (Post 100-yr./24 hr. peak)	0.00 cfs	876.15 ft.	13.5 acre feet	#1

* #1 = 3.6 inch/hour infiltration rate

Exhibit D (continued)

Practice Design Summary. The following table summarizes the data used to design *wet detention pond 4P-OH and infiltration basin 4B-OH*.

Design Element	Design Data
Site assessment data: (see attached maps)	
Contributing drainage area to basin (subarea 1OH)	12.27 acres
Distance to nearest private well (including off-site wells)	> 100 feet
Distance to municipal well (including off-site wells)	> 1200 feet
Wellhead protection area involved?	No
Ground slope at site of proposed basin	average 3%
Any buried or overhead utilities in the area?	No
Proposed outfall conveyance system/discharge (w/ distances)	55 ft. to Linear Pond
Any downstream roads or other structures? (describe)	No
Floodplain, shoreland or wetlands?	No
Soil investigation data (see attached map & soil logs):	
Number of soil investigations completed	2 (near basin area)
Do elevations of test holes extend 3 ft. below proposed bottom?	Yes (see map)
Average soil texture at pond bottom elevation (USDA)	Sand
Distance from pond bottom to bedrock	> 5 feet
Distance from pond bottom to seasonal water table	No water observed in test holes
General basin design data (see attached detailed drawings):	
Permanent pool surface area / Effective infiltration area	0.12 acres / 0.10 acres
Design permanent pool water surface elevation	elev. 871.50
Top of berm elevation (after settling) and width	elev. 876.00 / 10 feet wide
Length/width (dimensions/ratio)	115 ft. (L) x 40 ft. (W) = 3:1
Safety shelf design (length, grade, max. depth)	10 ft. @ 10% slope/1.5' deepest
Ave. water depth (minus safety shelf/sediment)	5 ft. (in center)
Sediment forebay size & depth	none
Sediment storage depth & design maintenance	2 ft. depth 15 year maintenance schedule

Design Basin Inflow, Outflow & Storage Data (see attached hydrographs and detail drawings)				
Inflow Peak/Volume	Maximum Outflow Rate	Max. Water Elevation	Storage Volume at Max. Elev. (above perm. pool)	Outflow Control Structures*
7.26 cfs (Post 1-yr./24 hr. peak)	0.00 cfs	872.75 ft.	0.3 acre feet	#1
9.82 cfs (Post 2-yr./24 hr. peak)	0.00 cfs	873.20 ft.	0.4 acre feet	#1
20.55 cfs (Post 10-yr./24 hr. peak)	5.95 cfs	874.03 ft.	0.7 acre feet	#1 and #2
47.06 cfs (Post 100-yr./24 hr. peak)	28.98 cfs	874.92 ft.	1.0 acre feet	#1 and #2

* #1 = 3.6 inch/hour infiltration rate

#2 = 48-inch horizontal grate – elev. @ 873.75 (1.25 ft. hydraulic head)

#3 = 10 foot wide earthen/grass emergency spillway – elev. @ 875.00 (1.0 ft. max. depth)

Exhibit D (continued)

Practice Design Summary. The following table summarizes the data used to design *wet detention pond 1P-Pabst*.

Design Element	Design Data
Site assessment data: (see attached maps)	
Contributing drainage area to basin (subarea IOH)	4.94 acres
Distance to nearest private well (including off-site wells)	> 100 feet
Distance to municipal well (including off-site wells)	> 1200 feet
Wellhead protection area involved?	No
Ground slope at site of proposed basin	average 3%
Any buried or overhead utilities in the area?	No
Proposed outfall conveyance system/discharge (w/ distances)	35 ft. to Linear Pond
Any downstream roads or other structures? (describe)	No
Floodplain, shoreland or wetlands?	No
Soil investigation data (see attached map & soil logs):	
Number of soil investigations completed	2 (near basin area)
Do elevations of test holes extend 3 ft. below proposed bottom?	Yes (see map)
Average soil texture at pond bottom elevation (USDA)	Sand
Distance from pond bottom to bedrock	> 5 feet
Distance from pond bottom to seasonal water table	No water observed in test holes
General basin design data (see attached detailed drawings):	
Permanent pool surface area	0.15 acres
Design permanent pool water surface elevation	elev. 867.50
Top of berm elevation (after settling) and width	elev. 872.00 / 10 feet wide
Length/width (dimensions/ratio)	105 ft. (L) x 70 ft. (W) = 1.5:1
Safety shelf design (length, grade, max. depth)	10 ft. @ 10% slope/1.5' deepest
Ave. water depth (minus safety shelf/sediment)	5 ft. (in center)
Sediment forebay size & depth	none
Sediment storage depth & design maintenance	2 ft. depth 15 year maintenance schedule

Design Basin Inflow, Outflow & Storage Data (see attached hydrographs and detail drawings)				
Inflow Peak/Volume	Maximum Outflow Rate	Max. Water Elevation	Storage Volume at Max. Elev. (above perm. pool)	Outflow Control Structures*
5.08 cfs (Post 1-yr./24 hr. peak)	0.25 cfs	868.73 ft.	0.2 acre feet	#1
6.46 cfs (Post 2-yr./24 hr. peak)	0.28 cfs	869.05 ft.	0.3 acre feet	#1
12.02 cfs (Post 10-yr./24 hr. peak)	0.54 cfs	870.23 ft.	0.5 acre feet	#1
24.94 cfs (Post 100-yr./24 hr. peak)	9.61 cfs	870.98 ft.	0.7 acre feet	#1 and #2

* #1 = 3-inch orifice – invert line elev. @ 867.50 (3 ft. max. head)

#2 = 36-inch horizontal grate – elev. @ 870.50 (0.5 ft. hydraulic head)

#3 = 15 foot wide earthen/grass emergency spillway – elev. @ 871.00 (1.0 ft. max. depth)

Exhibit D (continued)

Practice Design Summary. The following table summarizes the data used to design *wet detention pond 2P-Pabst*.

Design Element	Design Data
Site assessment data: (see attached maps)	
Contributing drainage area to basin (subarea IOH)	6.81 acres
Distance to nearest private well (including off-site wells)	> 100 feet
Distance to municipal well (including off-site wells)	> 1200 feet
Wellhead protection area involved?	No
Ground slope at site of proposed basin	average 3%
Any buried or overhead utilities in the area?	No
Proposed outfall conveyance system/discharge (w/ distances)	35 ft. to Linear Pond
Any downstream roads or other structures? (describe)	No
Floodplain, shoreland or wetlands?	No
Soil investigation data (see attached map & soil logs):	
Number of soil investigations completed	No
Do elevations of test holes extend 3 ft. below proposed bottom?	N/A
Average soil texture at pond bottom elevation (USDA)	N/A
Distance from pond bottom to bedrock	N/A
Distance from pond bottom to seasonal water table	N/A
General basin design data (see attached detailed drawings):	
Permanent pool surface area	0.08 acres
Design permanent pool water surface elevation	elev. 868.50
Top of berm elevation (after settling) and width	elev. 872.80 / 10 feet wide
Length/width (dimensions/ratio)	75 ft. (L) x 50 ft. (W) = 1.5:1
Safety shelf design (length, grade, max. depth)	10 ft. @ 10% slope/1.5' deepest
Ave. water depth (minus safety shelf/sediment)	5 ft. (in center)
Sediment forebay size & depth	none
Sediment storage depth & design maintenance	2 ft. depth 15 year maintenance schedule

Design Basin Inflow, Outflow & Storage Data (see attached hydrographs and detail drawings)				
Inflow Peak/Volume	Maximum Outflow Rate	Max. Water Elevation	Storage Volume at Max. Elev. (above perm. pool)	Outflow Control Structures*
8.59 cfs (Post 1-yr./24 hr. peak)	3.86 cfs	870.59 ft.	0.2 acre feet	#1
10.84 cfs (Post 2-yr./24 hr. peak)	6.90 cfs	870.69 ft.	0.2 acre feet	#1 and #2
19.79 cfs (Post 10-yr./24 hr. peak)	18.41 cfs	870.98 ft.	0.3 acre feet	#1 and #2
34.99 cfs (Post 100-yr./24 hr. peak)	34.99 cfs	871.47 ft.	0.4 acre feet	#1, #2, and #3

* #1 = 3-inch orifice – invert line elev. @ 868.50 (2 ft. max. head)

#2 = 48-inch horizontal grate – elev. @ 870.50 (1.3 ft. hydraulic head)

#3 = 10 foot wide earthen/grass emergency spillway – elev. @ 871.80 (1.0 ft. max. depth)

Exhibit D (continued)

Practice Design Summary. The following table summarizes the data used to design *future wet detention pond 1P-F*.

Design Element	Design Data
Site assessment data: (see attached maps)	
Contributing drainage area to basin (subarea 1OH)	1.30 acres
Distance to nearest private well (including off-site wells)	> 100 feet
Distance to municipal well (including off-site wells)	> 1200 feet
Wellhead protection area involved?	No
Ground slope at site of proposed basin	average 3%
Any buried or overhead utilities in the area?	No
Proposed outfall conveyance system/discharge (w/ distances)	95 ft. to Linear Pond
Any downstream roads or other structures? (describe)	No
Floodplain, shoreland or wetlands?	No
Soil investigation data (see attached map & soil logs):	
Number of soil investigations completed	No
Do elevations of test holes extend 3 ft. below proposed bottom?	N/A
Average soil texture at pond bottom elevation (USDA)	N/A
Distance from pond bottom to bedrock	N/A
Distance from pond bottom to seasonal water table	N/A
General basin design data (see attached detailed drawings):	
Permanent pool surface area	0.04 acres
Design permanent pool water surface elevation	elev. 871.50
Top of berm elevation (after settling) and width	elev. 874.50 / 10 feet wide
Length/width (dimensions/ratio)	75 ft. (L) x 50 ft. (W) = 1.5:1
Safety shelf design (length, grade, max. depth)	10 ft. @ 10% slope/1.5' deepest
Ave. water depth (minus safety shelf/sediment)	5 ft. (in center)
Sediment forebay size & depth	none
Sediment storage depth & design maintenance	2 ft. depth 15 year maintenance schedule

Design Basin Inflow, Outflow & Storage Data (see attached hydrographs and detail drawings)				
Inflow Peak/Volume	Maximum Outflow Rate	Max. Water Elevation	Storage Volume at Max. Elev. (above perm. pool)	Outflow Control Structures*
1.70 cfs (Post 1-yr./24 hr. peak)	0.21 cfs	872.41 ft.	0.04 acre feet	#1
2.13 cfs (Post 2-yr./24 hr. peak)	0.24 cfs	872.66 ft.	0.06 acre feet	#1
3.87 cfs (Post 10-yr./24 hr. peak)	1.84 cfs	873.14 ft.	0.09 acre feet	#1 and #2
7.88 cfs (Post 100-yr./24 hr. peak)	7.56 cfs	873.38 ft.	0.10 acre feet	#1 and #2

* #1 = 3-inch orifice – invert line elev. @ 871.50 (1.5 ft. max. head)

#2 = 36-inch horizontal grate – elev. @ 873.00 (0.5 ft. hydraulic head)

#3 = 10 foot wide earthen/grass emergency spillway – elev. @ 873.50 (1.0 ft. max. depth)

Exhibit D (continued)

Practice Design Summary. The following table summarizes the data used to design *future wet detention pond 2P-F*.

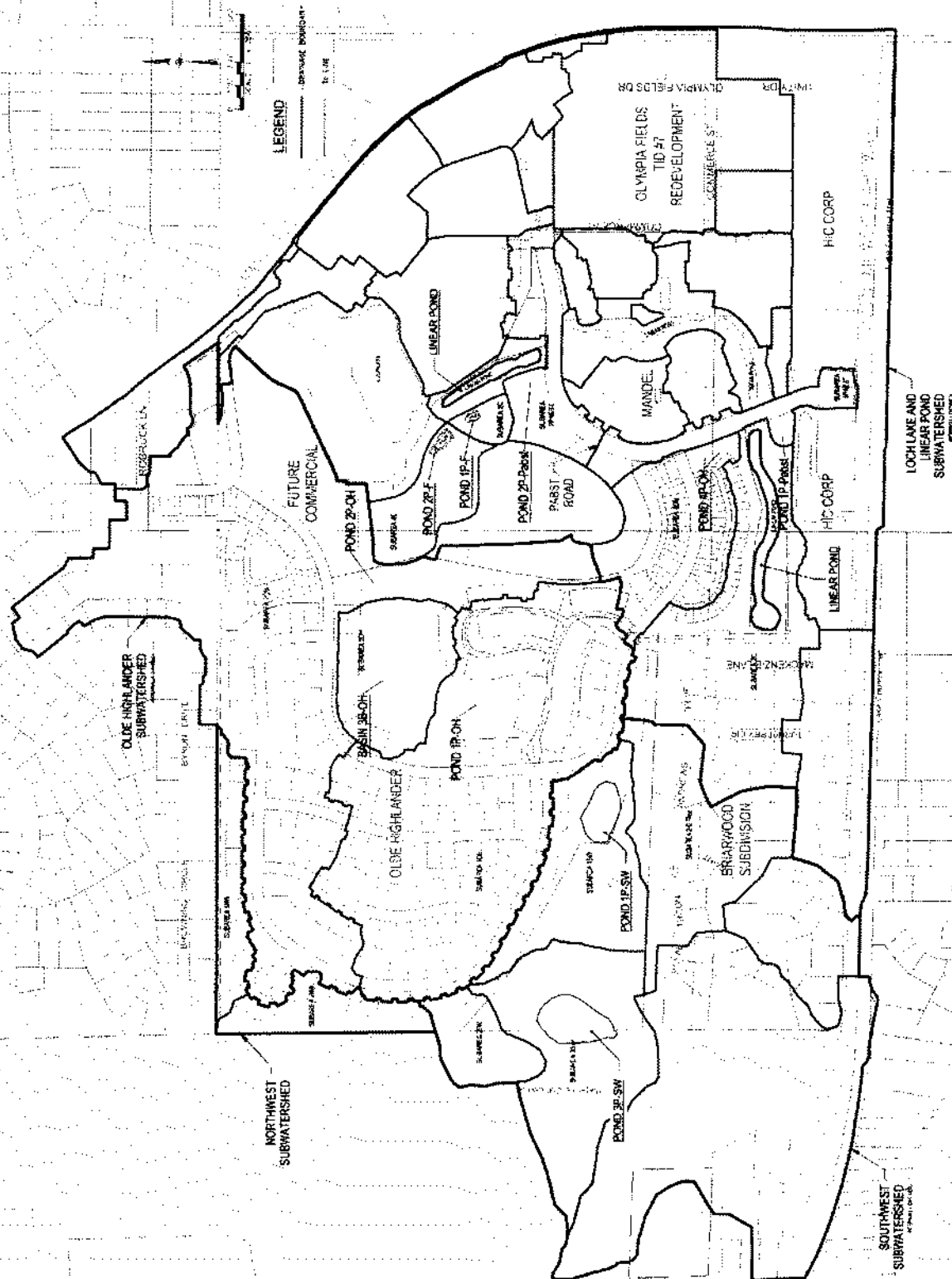
Design Element	Design Data
Site assessment data: (see attached maps)	
Contributing drainage area to basin (subarea 10H)	5.76 acres
Distance to nearest private well (including off-site wells)	> 100 feet
Distance to municipal well (including off-site wells)	> 1200 feet
Wellhead protection area involved?	No
Ground slope at site of proposed basin	average 3%
Any buried or overhead utilities in the area?	No
Proposed outfall conveyance system/discharge (w/ distances)	35 ft. to Linear Pond
Any downstream roads or other structures? (describe)	No
Floodplain, shoreland or wetlands?	No
Soil investigation data (see attached map & soil logs):	
Number of soil investigations completed	No
Do elevations of test holes extend 3 ft. below proposed bottom?	N/A
Average soil texture at pond bottom elevation (USDA)	N/A
Distance from pond bottom to bedrock	N/A
Distance from pond bottom to seasonal water table	N/A
General basin design data (see attached detailed drawings):	
Permanent pool surface area	0.07 acres
Design permanent pool water surface elevation	elev. 871.50
Top of berm elevation (after settling) and width	elev. 876.00 / 10 feet wide
Length/width (dimensions/ratio)	75 ft. (L) x 50 ft. (W) = 1.5:1
Safety shelf design (length, grade, max. depth)	10 ft. @ 10% slope/1.5' deepest
Ave. water depth (minus safety shelf/sediment)	5 ft. (in center)
Sediment forebay size & depth	none
Sediment storage depth & design maintenance	2 ft. depth 15 year maintenance schedule

Design Basin Inflow, Outflow & Storage Data (see attached hydrographs and detail drawings)				
Inflow Peak/Volume	Maximum Outflow Rate	Max. Water Elevation	Storage Volume at Max. Elev. (above perm. pool)	Outflow Control Structures*
5.97 cfs (Post 1-yr./24 hr. peak)	0.57 cfs	873.48 ft.	0.2 acre feet	#1
7.59 cfs (Post 2-yr./24 hr. peak)	0.63 cfs	873.93 ft.	0.3 acre feet	#1
14.11 cfs (Post 10-yr./24 hr. peak)	8.33 cfs	874.33 ft.	0.3 acre feet	#1 and #2
29.27 cfs (Post 100-yr./24 hr. peak)	25.36 cfs	874.81 ft.	0.4 acre feet	#1 and #2

- * #1 = 4-inch orifice – invert line elev. @ 871.50 (2.5 ft. max. head)
 #2 = 48-inch horizontal grate – elev. @ 874.00 (1 ft. hydraulic head)
 #3 = 10 foot wide earthen/grass emergency spillway – elev. @ 875.00 (1.0 ft. max. depth)

Exhibit D (continued)

Watershed Map. The watershed map shown below was used to determine the post-development data contained in this exhibit.



19

**MASTER DECLARATION
OF COVENANTS,
CONDITIONS, AND
RESTRICTIONS OF
THE OLDE HIGHLANDER
COMMUNITY**

4776544

REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON

July 26, 2024 09:38 AM
James R Behrend
Register of Deeds

19 PGS
TOTAL FEE: \$30.00
TRANS FEE: \$0.00

Book Page -



Name and Return Address:

Olde Highlander, LLC
c/o Neumann Developments
N27 W24025 Paul Court, Suite 100
Pewaukee, WI 53072

Tax Key No(s):

OCOC0609994012; OCOC0609994004

OCOC0609994012; OCOC0609994013

OCOC0609994015; OCOC0609994014

This Master Declaration of Covenants, Conditions and Restrictions of The Olde Highlander Master Association, Inc. ("Declaration") is made and entered into by Olde Highlander, LLC.

RECITALS

A. Declarant owns certain real property, described on the attached Exhibit A and generally depicted on the site plan attached as Exhibit B ("Property"), upon which Declarant intends to construct or allow to be constructed or developed a single family community eventually consisting of approximately one hundred and eighty-eight (188) lots, two distinct two storied townhome projects eventually consisting of one hundred and six (106) residential units, and a single storied condominium project eventually consisting of fifty-eight (58) units and other related improvements, which shall include certain private drives, storm drainage facilities and other private utilities (collectively referred to as the "Development").

B. By this Declaration. Declarant intends to subject such property, the buildings, and other improvements including but limited to a swimming pool, a community building, parking areas, landscaping, walking paths, storm water facilities, signage and related amenities, whether presently or hereafter platted or constructed, to certain easements, rights, buildings, other improvements and all components thereof to certain restrictions.

C. In the event of a discrepancy between this document and the declarations that govern the four communities and projects included herein, this Master Declaration shall control.

DECLARATION

NOW, THEREFORE. Declarant, as fee owner of such property, by this Declaration (1) establishes and imposes certain provisions, restrictions, conditions, easements and uses upon

such real property; and (2) specifies that the provisions of this Declaration shall constitute covenants running with the land which shall be binding upon Declarant, its successors and assigns, and all subsequent owners and occupants of all or any part of such real property.

ARTICLE 1 – DEFINITIONS

1.1 Board. “Board” or “Board of Directors” shall be the governing body of the Master Association, elected according to the bylaws.

1.2 Building. “Building” shall be any freestanding structure on the property.

1.3 Bylaws. “Bylaws” shall mean the Bylaws of the Master Association as adopted by the Board.

1.4 Common Areas. “Common Areas” shall consist of: (i) Outlots 2 & 3 as plated on the Olde Highlander plat. These outlots may contain a swimming pool, a community building, parking lot, walking trails and other recreational amenities; (ii) Landscaping and signage at the entrance to the Development. It is further contemplated that other “Common Areas” may be added in future phases of the development.

1.5 Condominium. “Condominium” shall mean the portion of the Property subjected to a condominium declaration under the Wisconsin Condominium Ownership Act. Declarant intends to create a Condominium to be known as The Reserve at Olde Highlander Condominium (“Reserve”), The Condominium shall be governed by a “Condominium Association” being an association of unit owners organized pursuant to the Wisconsin Condominium Ownership Act.

1.6 Condominium Association. “Condominium Association” shall mean the nonprofit association incorporated to govern a Condominium in the Olde Highlander Community. The Condominium Association administering the Condominium is legally titled and shall be known in this Declaration as follows: “The Reserve Association”, being The Reserve at Olde Highlander Condominium Association, Inc.

1.7 CSM. “CSM” is a certified survey map as recorded in the Register’s Office (as defined below) and comprising a portion of the Property

1.8 Declarant. “Declarant” shall mean Olde Highlander, LLC and the successors and assigns of Declarant pursuant to assignment in accordance with the Declaration.

1.9 Declaration. “Declaration” shall mean this Declaration as the same may be amended from time to time.

1.10 Director. “Director” shall mean a member of the Board.

1.11 Homeowners Association. “Homeowners Association” shall mean The Olde Highlander Single Family Homeowners Association, Inc.

1.12 Lot. “Lot” is a home site upon which a single-family stand-alone home is or can be built.

1.13 Master Association. “Master Association” shall mean The Olde Highlander Master Association, Inc.

1.14 Master Association Insurance. “Master Association Insurance” shall mean all policies of insurance as may be maintained by the Master Association under this Declaration.

1.15 Members. “Members” shall mean the four entities that comprise the Master Association to include the Olde Highlander Single Family Homeowners Association, Inc., the Towns North at Olde Highlander, Inc., The Towns South at Olde Highlander and the Reserve at Olde Highlander Condominium Association, Inc.

1.16 Mortgage. “Mortgage” shall mean a recorded first lien mortgage against a Lot or Unit or the vendor’s interest under a recorded first lien land contract relating to a Lot or Unit.

1.17 Mortgagee. “Mortgagee” shall mean the holder of a Mortgage.

1.18 Occupant. “Occupant” shall mean the Owner and any other person residing in a Unit or in a home constructed on a Lot.

1.19 Owner. “Owner” shall mean each fee simple owner of a Lot or Unit in the development, but if the Lot or Unit is the subject of a recorded land contract, then the Owner is the vendee under such land contract. Declarant is an Owner with respect to property to which it holds title.

1.20 Property. “Property” shall mean the real estate subject to this Declaration, as described and depicted on Exhibits A and B.

1.21 Recreation Area. “Recreation Area” is that certain area identified as Outlot #3 on Exhibit B and as shall be the subject of certain improvements that may include a swimming pool, community building, playground and associated parking areas for the common use and enjoyment and subject to the common support through assessments levied under this Declaration of each Owner of a Lot or Unit.

1.22 Recreation Trail. “Recreation Trail” is that trail intended for pedestrian use only and located as depicted on Exhibit B.

1.23 Register’s Office. “Register’s Office” shall mean the office of the Register of Deeds for Waukesha County, Wisconsin.

1.24 Rules. The “Rules” shall mean such rules, if any, as established by the Master Association governing the administration of the Common Areas.

1.25 Single Family. “Single Family” shall mean the Olde Highlander Single Family Development.

1.26 Storm Drainage Facilities. “Storm Drainage Facilities” shall mean storm detention ponds, catch basins, storm pipe, swales, and other storm facilities.

1.27 Unit. “Unit” is a unit in a Condominium.

ARTICLE 2. MASTER ASSOCIATION OF OWNERS

2.1 Administration. Prior to occupancy within the Development, Declarant shall establish the Master Association, which shall be incorporated and shall adopt Bylaws for its governance and administration of the Common Areas. The Board may, but need not, from time to time adopt and amend Rules which, upon adoption, shall be binding on Owners and Occupants. The Board shall administer and enforce the Common Areas, this Declaration, the Bylaws, the Rules, and all other uses of and restrictions on the Property. Pending establishment of the Master Association, all powers of the Master Association shall be exercised by Declarant.

2.2 Membership and Voting. The Reserve Condominium Association, The Towns North and The Towns South shall designate (1) one member each to be a “Member Representative” of the Master Association. The Olde Highlander Single family subdivision Association shall designate (2) two members to be a “Member Representative”. The Member Representatives shall represent their respective Association at Master Association meetings of the Members. In the Master Association, each of the five Members shall be entitled to one vote.

2.3 Control of the Master Association. Notwithstanding anything in Section 2.2 or elsewhere in the Declaration or in the Bylaws, Declarant shall have the right to appoint and remove Member Representatives and Directors of the Master Association and to exercise any and all powers and responsibilities assigned to the Master Association, the Board, or its officers, by the Articles, By Laws, this Declaration or the Wisconsin Nonstock Corporation Law (Wisconsin Statutes Chapter 181 as amended from time to time), until the earliest of: (1) fifteen (15) years from the date that the first Lot or Unit is conveyed to any person other than the Declarant; or (2) thirty (30) days after the conveyance by Declarant to purchasers of all of the Lots or Units; or (3) Declarant’s election to waive its rights to control.

2.4 Management. The Master Association may employ a professional management agent or company to assist in carrying out its duties regarding the Common Areas and this Declaration, with such experience and qualifications and on such terms and conditions as are acceptable to the Board. Any such agreement must be terminable by the Board, without cause upon ninety (90) days’ notice without payment of any penalty.

ARTICLE 3. ASSESSMENTS

3.1 Budget and Assessments. The Master Association shall annually adopt a budget of common expenses and levy assessments on each Member. Each Member shall be responsible for a proportionate share of such expenses, which share is the percentage equivalent of a fraction where the numerator is the number of Lots or Units in the particular Member Association and the denominator is seventy-one (71) being the total number of Lots and Units in the first phase of the Development. As future phases are added to the Development, the proportionate share shall be adjusted based on the number of lots or units added. The Master Association may also levy (x) special assessments on each Member for any purpose for which a general assessment may be levied and (y) fines on any Member for the purpose of collecting any amounts due the Master Association or enforcing compliance of such Member with any provision of this Declaration, the Bylaws or any Rules.

3.2 Installments; Late Payments. General assessments shall be levied on an annual basis but shall be due and payable as determined by the Board from time to time. Special assessments shall be due and payable at such time and in such manner as the Board may determine. Any assessment or installment of an assessment not paid within ten (10) days of its due date may be subject to a late charge and/or interest as set forth in the Bylaws or in a Rule.

3.3 Enforcement' Liens. If a Member defaults in any payment the Master Association shall take appropriate measures as permitted by law. The defaulting Member shall be responsible for all costs incurred by the Master Association in seeking to enforce payment including the Master Association's reasonable attorneys' fees. Members shall be both personally liable for assessments or fines and a lien shall be imposed against all Lots or Units in the defaulting Member's Community for unpaid assessments. The lien shall be effective as of the recording date of a notice thereof in the Register's Office in the same manner as a condominium lien would be imposed. The lien shall be enforced generally in the way condominium liens are enforced. Liens for unpaid assessments shall also extend to and secure interest, fines and reasonable costs of collection including attorneys' fees incurred by the Master Association incident to the collection of assessments or enforcement of liens.

3.4 Payment of Assessments by Declarant. During the period of Declarant control, Declarant may, but shall not be obligated to, directly pay bills, or provide services, which would otherwise represent Master Association obligations to which regular assessments would be applied. Declarant shall be entitled to offset expenses incurred by Declarant in performing or paying for such Master Association obligations against assessments due on Declarant owned property, then Declarant shall be entitled to reimbursement from the Master Association.

3.5 Common Expenses and Surpluses. Common expenses and surpluses shall be allocated in the same manner as general assessments are allocated. All common surpluses for each fiscal year shall be retained for common expenses for the next succeeding fiscal year.

ARTICLE 4. MAINTENANCE AND ALTERATIONS

4.1 Owner Responsibility. Each owner shall reimburse the Master Association for the cost of the Master Association's repair or replacement of any portion of the Common Areas damaged through the fault or negligence of such Owner or such Owner's family, guests, invitees, or tenants.

4.2 Master Association Responsibility. The Master Association shall maintain in good condition and repair, replace and operate all of the Common Areas.

4.3 Municipal Responsibility. The Municipality shall have no responsibility for maintenance or alteration under this Article 4. In the event the Master Association does not properly landscape or maintain any Common Area, or properly maintain any signage, the Municipality may send written notice to the Master Association indicating that the Municipality has determined that the Common Areas and/or signage are not being properly landscaped and/or maintained, and further indicating that the Municipality will perform such landscaping and/or maintenance if not properly done by the Master Association. The above-referenced notice shall give the Master Association a minimum of seven (7) days to correct the problem. If the Common Area and/or sign is not properly landscaped and/or maintained within the time granted by the above-referenced notice, the Municipality shall have the authority to landscape and/or maintain any such Common Area and/or sign referred to in said notice and shall have the right to charge the Owners on a pro rata basis for any costs incurred by the Municipality as a result of said landscaping and/or maintenance. Said costs shall be assessed as special charges pursuant to Section 66.0627, Wis. Stats. If such charges are not paid by any Owner within the period fixed by the Municipality, charges shall become a lien upon the Owner's Lot or Unit as provided in Section 66.0627, Wis. Stats., and shall be extended upon the tax rolls as a delinquent tax against the Owner's Lot or Unit as provided in Section 66.0627, Wis. Stats.

ARTICLE 5. INSURANCE

5.1 Master Association Insurance. The Master Association shall obtain and maintain comprehensive general public liability insurance for occurrences on the Common Areas (including areas which are included in such definition by virtue of easements granted herein) and such other policies and/or coverage as the Board deems necessary or advisable. Commercial general liability coverage shall be in such amounts as the Board determines annually, but not less than \$500,000 per occurrence upon the filing of this Declaration. The limit shall be increased annually based on the Consumer Price Index.

5.2 Cost. Premiums for insurance obtained by the Master Association shall be a common expense, except that any increase in the rating or premium charged for any such insurance caused by the character or use of a Lot or Unit shall be allocated solely to its Owner.

5.3 Waiver. The Master Association and, by acceptance of a conveyance to a Lot or Unit, or any portion thereof or interest therein, each Owner or Occupant acting both for themselves and for their respective insurers, waive any claim it or they may have against the other for any loss insured under any policy obtained by either to the extent of insurance proceeds actually received, however the loss is caused, including such losses as may be due to the negligence of the other party, its agents, or employees. All policies of insurance shall contain a provision that they are not invalidated by the foregoing waiver, but such waiver shall cease to be effective if the existence thereof precluded the Master Association from obtaining any policy of insurance at a reasonable and customary rate.

ARTICLE 6. AMENDMENT OF DECLARATION

6.1 General. Except as otherwise provided herein, this Declaration may be amended only by the written consent of at least seventy-five percent (75%) or more of the total votes of the Master Association then entitled to vote, provided however, that any amendments to the Declarations where the Municipality is involved may require the approval by the Municipality. No amendment shall adversely affect a special right or easement reserved to Declarant, without the express written consent of Declarant.

6.2 Procedures. Amendments shall be prepared and executed by the president of the Master Association and shall become effective when recorded in the Register's Office. No action to challenge the validity of an amendment shall be commenced more than one year after the amendment is recorded.

6.3 Termination. This Declaration shall be perpetual and run with the lands described on Exhibit A.

ARTICLE 7. REMEDIES FOR VIOLATION BY OWNER

7.1 General Remedies. If any Owner or Occupant fails to comply with this Declaration, the Bylaws, or the Rules, such Owner or Occupant shall be liable for damages, subject to injunctive relief, subject to any other remedy provided by the Bylaws, or all the above, as a result of such noncompliance. The Master Association or, in a proper case, an aggrieved Owner, may bring an action because of such noncompliance.

7.2 Owner or Occupant Violation; Master Association Right to Cure. In addition to any other remedies provided herein, if any Owner or Occupant fails to comply with this Declaration, the Bylaws or the Rules, which failure continues for a period of fifteen (15) days following written notice from the Master Association, the Master Association shall have the right, but not the obligation, to perform or cause to be performed such maintenance, replacement, restoration, or other action as the Master Association deems necessary or appropriate. Expenses incurred therefor by the Master Association shall be assessed against the Owner or Occupant and shall be subject to all rights and remedies reserved under this Declaration with respect to collection, expense, late payment penalties or interest, filing of a lien and /or foreclosure as reserved at Article 3 of this Declaration. Once the Master Association has taken such an action, it shall not be obligated to take any other or further action with respect to the same, similar, or subsequent failure by the same or a different Owner or Occupant.

ARTICLE 8. EASEMENTS

8.1 Right of Entry. A right of entry to each Condominium, Lot and Common Area or Outlot within, or adjacent to, any Condominium is reserved to the Master Association to service utility installations located on, in or under such property provided request for entry is made in advance and such entry is limited in scope to extend only as is reasonably necessary to service such utility installations. In case of emergency, entry by the Master Association onto any such property may be made immediately, whether the Owner or Occupant of such property is or is not present and without liability of the Master Association or its agents if such entry is necessary for the safety or welfare of persons or property. Any damage or loss causes because of such emergency

entry shall be the sole expense of the Owner or Occupant if, in the reasonable judgement of those authorizing the entry, such entry was for emergency purposes.

8.2 Common Area Easements. The Master Association may grant easements over and through the Common Areas for such purposes the Master Association deems reasonable for the benefit of the Owners, provided the granted easement does not affect rights granted to the City.

8.3 Drainage. An easement is reserved to Declarant and the Master Association over portions of the Property not intended for Unit construction for the installation of drainage tile, swales, streams or other storm sewer and drainage system elements and vehicular and pedestrian success over such easement areas for maintenance or replacement.

8.4 City Rights Regarding Easements. In the event the Master Association or Declarant does not exercise their right of entry in order to undertake repairs where necessary for the public health, safety and welfare, the City of Oconomowoc has the right, but not the obligation, to substitute itself for the Master Association or Declarant.

ARTICLE 9. DECLARANT'S RESERVED RIGHT; TERMINATION

9.1 DECLARANT'S RESERVED RIGHT. Notwithstanding anything in this Declaration to the contrary, Declarant reserves the right to develop individual portions of the Property for the purposes other than the four Developments contemplated herein. Such right shall be exercisable by Declarant at any time during which Declarant owns all portions of the Property as to be subject to such alternative development, provided approval is granted by the City of Oconomowoc. Upon Declarant's exercise of such right, Declarant, acting alone, shall have the right and authority to amend this Declaration respecting the easements herein reserved and the allocation of assessments for Common Areas maintenance as contained in Article 3 in an equitable manner.

ARTICLE 10. CONSTRUCTION AND EFFECT

10.1 Including. Whenever used herein, the term "including" preceding a list of one or more items shall indicate that the list contains examples of a general principle and is not intended as an exhaustive listing.

10.2 Captions. The captions and article and section headings in this Declarations are intended for convenience and reference only and in no way define or limit the scope or intent of the various provisions hereof.

10.3 Severability. If any portion of this Declaration or its application to any person or circumstance is held to be invalid or unenforceable, the remainder of this Declaration, or the application of such provision, or any part thereof, to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby. The remainder of this Declaration shall be valid, and enforced, to the fullest extent permitted by law.

10.4 Remedies. All remedies herein are cumulative.

10.5 Waivers. Whenever a waiver, consent or approval is required or permitted herein, it must be expressed in writing; no waiver, consent or approval shall be implied. A waiver, consent

or approval to any one matter shall not be deemed a waiver, consent or approval to any subsequent matter whether similar or not.

10.6 Assignment of Declarant's Rights. Declarant may from time to time assign any or all of the rights and benefits conferred on or reserved herein for Declarant in its status as such (as opposed to those rights or benefits conferred on or reserved for all Owners or groups thereof), by an instrument in writing specifically identifying the rights and benefits so assigned which is recorded at the Register's Office. Upon any assignment of all rights reserved hereunder to Declarant to a transferee, the transferor under such assignment shall be relieved of any and all further liability under this Declaration.

DECLARANT:

OLDE HIGHLANDER, LLC

By: [Signature]

Name/Title: Bryan Lindgren President Neumann Developments Inc., sole member

ACKNOWLEDGEMENT

State of WISCONSIN)

) SS.

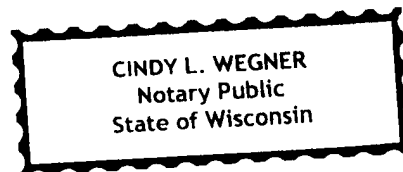
County of WAUKESHA)

Personally came before me on this 23 day of July, 2024, the above-named Bryan Lindgren, as the President of Olde Highlander, LLC, to me known to be the person executed the foregoing instrument in such capacity and acknowledged the same.

[Signature]

Name: Cindy L. Wegner

My Commission Expires: 8/21/26



Drafted by: Eric Obaraki

Exhibit A

LEGAL DESCRIPTION:

Being a redivision of Lot 3 of Certified Survey Map No. 12483, recorded in the Office of the Register of Deeds for Waukesha County on August 31, 2023, as Document No. 4735427, and Lots 2 and 4 of Certified Survey Map No. 12484, recorded in the Office of the Register of Deeds for Waukesha County on August 31, 2023, as Document No. 4735428, all being located in a part of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 9, the Southwest 1/4 of the Northwest 1/4 and the Northwest 1/4 of the Southwest 1/4 of Section 10, all in Town 7 North, Range 17 East, in the City of Oconomowoc, Waukesha County, Wisconsin.

Said Parcel contains 5,438,762 Square Feet (or 124.8568 Acres) of land, more or less.

EXHIBIT B

Final Plat for Olde Highlander

Please note the attached plat may not be sufficiently legible due to size.
(For reference purposes only)

There are no objections to this plan with respect to:
 Sect. 236.1, 236.16, 236.30 and 236.21(1) and (2).
 With State as provided by s. 236.12, Wis. Stat.
 Certified _____ 20____
 Department of Administration

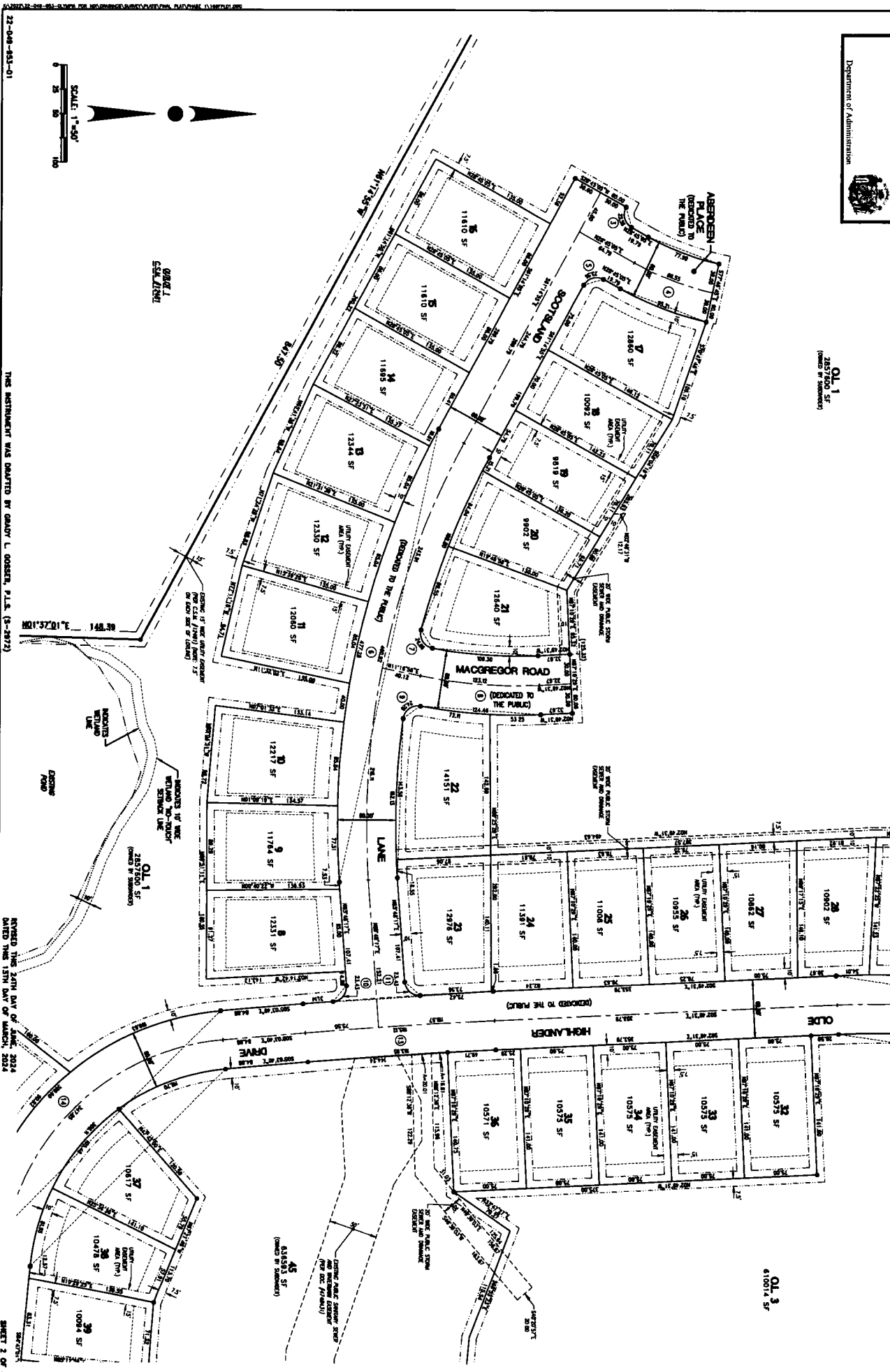


OLDE HIGHLANDER

FROM A SUBDIVISION OF LOT 3 OF CERTIFIED SURVEY MAP NO. 12482 AND LOT 3 AND 4 OF CERTIFIED SURVEY MAP NO. 12484, ALL BEING LOCATED IN A PART OF THE NORTHWEST 1/4, NORTHWEST 1/4, SECTION 5, TOWNSHIP 7 NORTH, RANGE 17 EAST, IN THE CITY OF COCONAWING, WISCONSIN COUNTY, WISCONSIN.
 NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 7 NORTH, RANGE 17 EAST, IN THE CITY OF COCONAWING, WISCONSIN COUNTY, WISCONSIN.

OL 1
 2,827,500 SF
 (GROSS SF)

OL 3
 61,001.4 SF



22-048-013-01
 THIS INSTRUMENT WAS DRAFTED BY GRADY L. GOSSEN, P.L.S. (S-2972)
 REVISED THIS 24TH DAY OF JUNE, 2024
 DATED THIS 17TH DAY OF MARCH, 2024
 SHEET 2 OF 8

OLDE HIGHLANDER

BEING A REVISION OF LOT 3 OF CERTIFIED SURVEY MAP NO. 13463 AND LOTS 2 AND 4 OF CERTIFIED SURVEY MAP NO. 13464, ALL BEING LOCATED IN A PART OF THE NORTHWEST 1/4, NORTHWEST 1/4, SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 9, T14N, R14E, S14E, IN THE CITY OF OGDONHOP, WASHINGTON COUNTY, WISCONSIN.

LOT 3
BEING LOTS 2 AND 4

LOT 4

LOT 5

LOT 6

LOT 7

LOT 8

LOT 9

LOT 10

LOT 11

LOT 12

LOT 13

LOT 14

LOT 15

LOT 16

LOT 17

LOT 18

LOT 19

LOT 20

LOT 21

LOT 22

LOT 23

LOT 24

LOT 25

LOT 26

LOT 27

LOT 28

LOT 29

LOT 30

OWNER OF LOT 3
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OWNER OF LOT 29
OWNER OF LOT 30

There are no objections to this plat with respect to the same as shown on the map and the same is hereby certified as correct and true to the best of my knowledge and belief.

Certified _____ 20

Department of Administration



SCALE: 1"=50'

0 25 50 100

OL 1
2,057,000 SF
(area of subdivision)

60' WIDE ROAD
RESERVATION (PER
C.S.M. #13463)

OL 3
61,001.4 SF

THIS INSTRUMENT WAS DRAFTED BY GRAY L. OGDON, P.L.S. (S-2072)

REVISED THIS 24TH DAY OF JUNE, 2024
DATED THIS 13TH DAY OF MARCH, 2024

SHEET 3 OF 8

2857600 SF
(OWNED BY SUBSECTOR)

BEING A REVISION OF LOT 3 OF CERTIFIED SURVEY MAP NO. 13443 AND LOTS 2 AND 4 OF CERTIFIED SURVEY MAP NO. 13444, ALL BEING
LOCATED IN A PART OF THE NORTHWEST 1/4, NORTHWEST 1/4, SOUTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE
NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 8, THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE
SOUTHWEST 1/4 OF SECTION 10, ALL IN TOWN 7 NORTH, RANGE 17 EAST, IN THE CITY OF OGDONAPROV, WAUKESHA COUNTY, WISCONSIN.

OL 3
610014 51

SCALE: 1"=50'

certified _____, 20 _____

there are no objections to this plat with respect to
acres, 236.15, 236.16, 236.20 and 236.21(1) and (2).
With State, as provided by s. 236.12, Wis. Stats.

Department of Administration



Department of Administration



RECEIVED THIS 24TH DAY OF JUNE, 2024
DATED THIS 15TH DAY OF MARCH, 2024

SHEET 4 OF 8

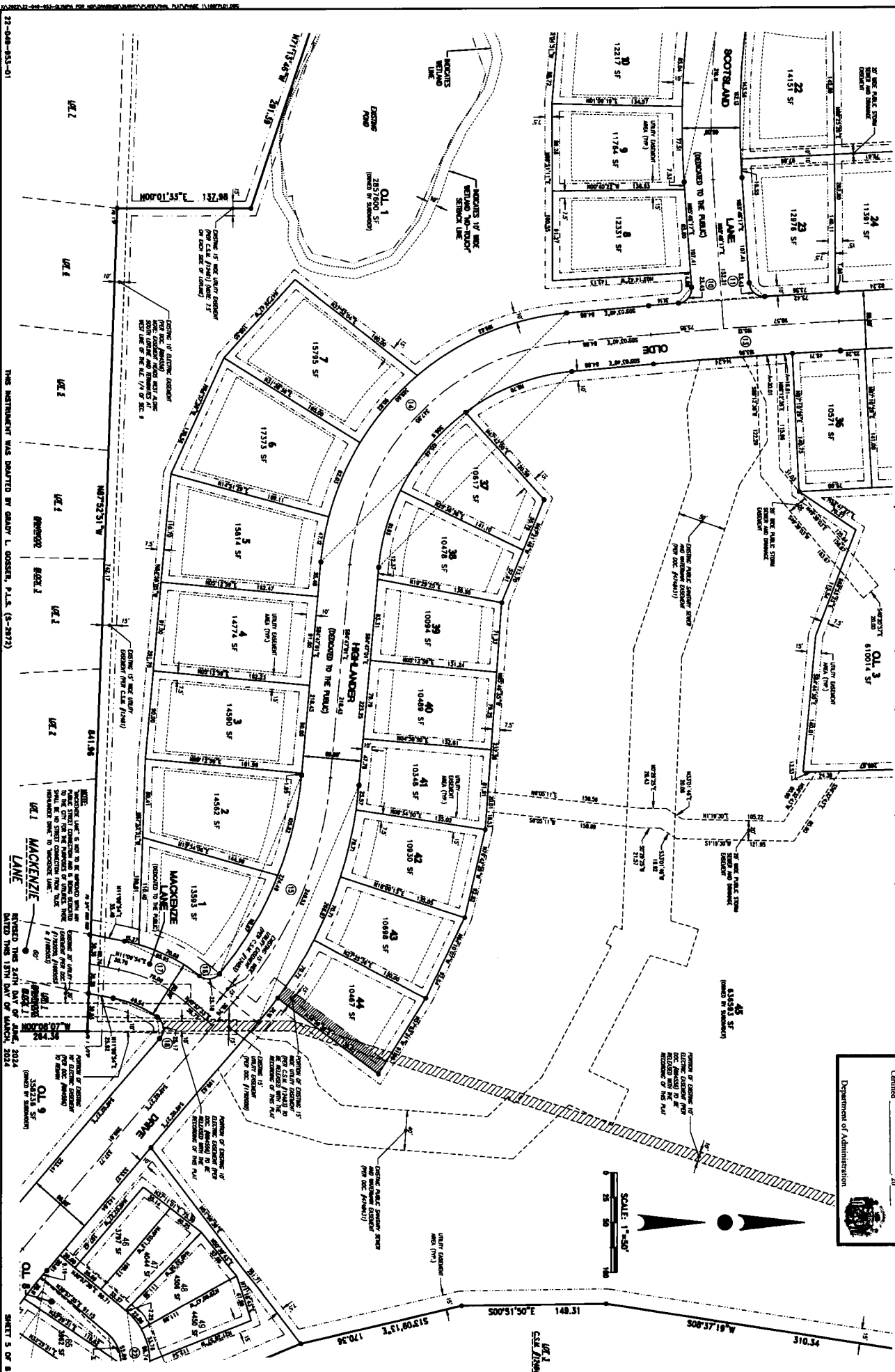
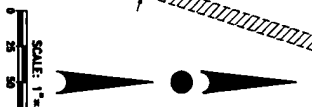
OLDE HIGHLANDER

BEING A REVISION OF LOT 3 OF CERTIFIED SURVEY MAP NO. 12483 AND LOTS 2 AND 4 OF CERTIFIED SURVEY MAP NO. 12484, ALL BEING LOCATED IN A PART OF THE NORTHWEST 1/4, NORTHWEST 1/4, NORTHWEST 1/4 AND NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, T4N, R10E, S10W, IN THE CITY OF COCONINO, MARICOPA COUNTY, ARIZONA.

There are no objections to this plat with respect to the correctness of the survey and the accuracy of the measurements shown hereon, and the same are hereby certified to be correct and true to the original survey and to the records of the same in the office of the County Clerk of Maricopa County, Arizona.

Certified _____ 20

Department of Administration



22-048-051-01

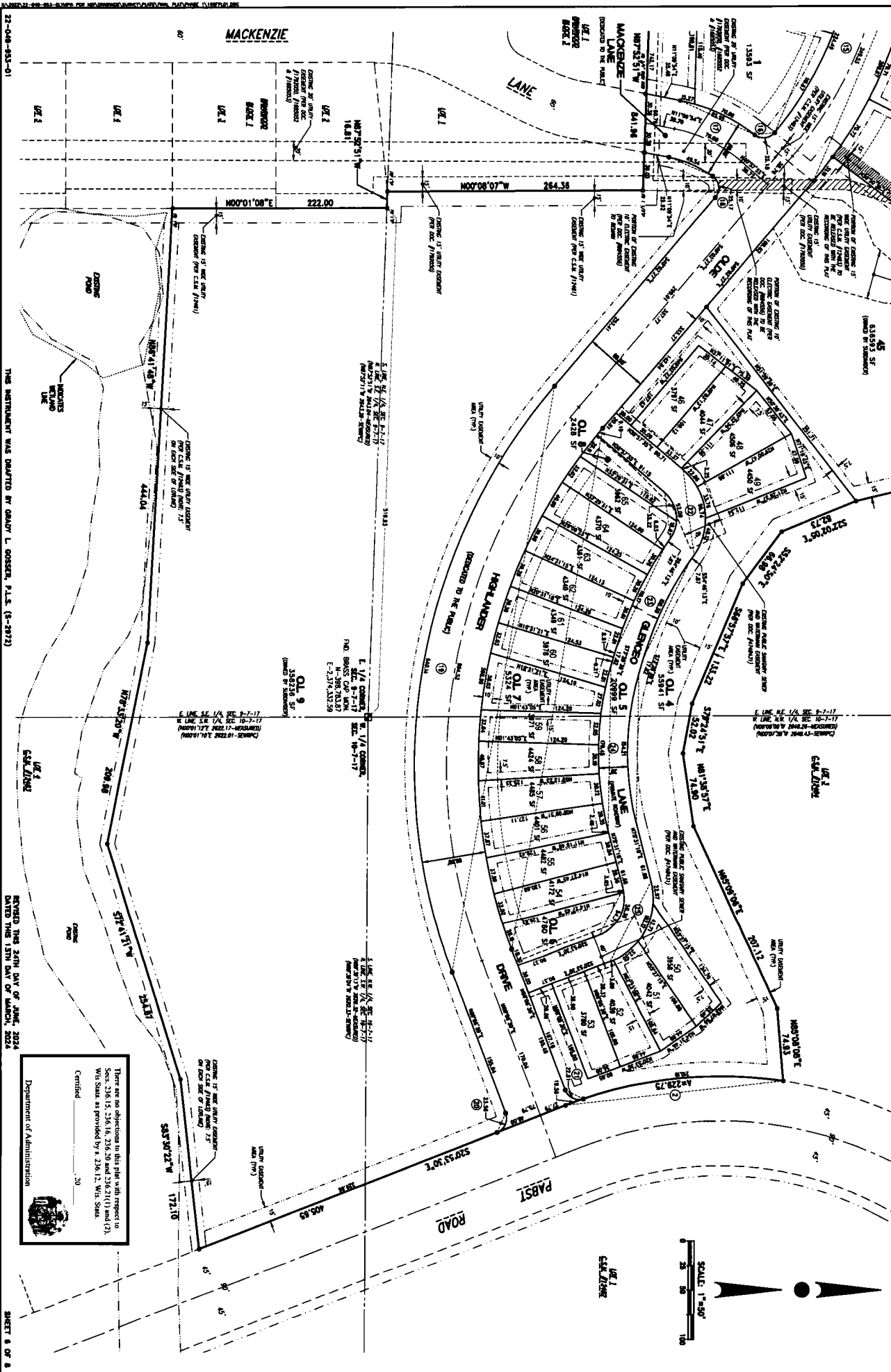
THIS INSTRUMENT WAS DRAFTED BY GARY L. COOPER, P.L.S. (S-2872)

REVIEWED THIS 24TH DAY OF JUNE, 2024

SHEET 5 OF 8

OLDE HIGHLANDER

FROM A REVISION OF LOT 3 OF CERTIFIED SURVEY MAP NO. 12485 AND LOTS 2 AND 4 OF CERTIFIED SURVEY MAP NO. 12484, ALL BEING LOCATED IN A PART OF THE NORTHWEST 1/4, NORTHWEST 1/4, SECTION 5, THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF SECTION 10, ALL IN TOWN 7 NORTH, RANGE 17 EAST, IN THE CITY OF OGDONSON, WASHINGTON COUNTY, WISCONSIN.



OLDE HIGHLANDER

BEING A REFERENCE OF LOT 5 OF CERTIFIED SURVEY MAP NO. 12453 AND LOT 3 AND 4 OF CERTIFIED SURVEY MAP NO. 12444, ALL BEING LOCATED IN A PART OF THE NORTHWEST 1/4 OF SECTION 1/4, NORTHWEST 1/4 OF SECTION 1/4 OF THE NORTHWEST 1/4 AND THE NORTHWEST 1/4 OF SECTION 1/4 OF SECTION 1/4, THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1/4, ALL IN TOWN 7 NORTH, RANGE 17 EAST, IN THE CITY OF OGDENBORO, WASHINGTON COUNTY, MISSOURI.

CURVE TABLE:

NO.	LOT/3	STATION	CENTRAL ANGLE	ARC	CHORD	CHORD BEARING	TANGENT IN	TANGENT OUT
1	EXT/0.3	530.00	1720.46°	118.87	118.45	N62°46'30"E	N68°14'37"E	N70°45'36"E
2	TOTAL	450.00	287°15'00"	228.75	227.26	S68°15'55"E	S68°17'47"E	S67°53'20"E
3	0/0/0/0.4	450.00	287.44°	210.18	208.29	S68°01'12"E	S68°11'49"E	S67°54'04"E
4	0/0/0/0.1	15.00	90°00'00"	23.56	23.56	N07°45'03"E	S11°43'57"E	N02°45'03"E
5	0/0/0/0.1	300.00	163°15'00"	86.55	86.25	N07°29'10"E	N02°45'03"E	N17°13'15"E
6	0/0/0/0.1	650.00	163°15'00"	94.88	94.88	N07°29'10"E	N02°45'03"E	N17°13'15"E
7	0/0/0/0.1	70.00	1728°07'	243.81	242.97	S68°35'53"E	S68°14'07"E	N68°48'17"E
8	0/0/0/0.1	600.00	1728°07'	218.11	215.46	S68°37'25"E	S68°14'07"E	N68°48'17"E
9	0/0/0/0.1	70.00	1728°07'	188.23	188.23	S68°16'22"E	S68°14'07"E	N68°48'17"E
10	0/0/0/0.1	70.00	1728°07'	164.04	164.04	S68°30'24"E	S68°22'40"E	N68°48'17"E
11	0/0/0/0.1	70.00	1728°07'	141.58	141.58	S68°30'24"E	S68°22'40"E	N68°48'17"E
12	0/0/0/0.1	70.00	1728°07'	121.44	121.44	S68°30'24"E	S68°22'40"E	N68°48'17"E
13	0/0/0/0.1	70.00	1728°07'	101.40	101.40	S68°30'24"E	S68°22'40"E	N68°48'17"E
14	0/0/0/0.1	70.00	1728°07'	81.35	81.35	S68°30'24"E	S68°22'40"E	N68°48'17"E
15	0/0/0/0.1	70.00	1728°07'	61.30	61.30	S68°30'24"E	S68°22'40"E	N68°48'17"E
16	0/0/0/0.1	70.00	1728°07'	41.25	41.25	S68°30'24"E	S68°22'40"E	N68°48'17"E
17	0/0/0/0.1	70.00	1728°07'	21.20	21.20	S68°30'24"E	S68°22'40"E	N68°48'17"E
18	0/0/0/0.1	70.00	1728°07'	1.15	1.15	S68°30'24"E	S68°22'40"E	N68°48'17"E
19	0/0/0/0.1	70.00	1728°07'	0.10	0.10	S68°30'24"E	S68°22'40"E	N68°48'17"E
20	0/0/0/0.1	70.00	1728°07'	0.05	0.05	S68°30'24"E	S68°22'40"E	N68°48'17"E
21	0/0/0/0.1	70.00	1728°07'	0.00	0.00	S68°30'24"E	S68°22'40"E	N68°48'17"E
22	0/0/0/0.1	70.00	1728°07'	0.00	0.00	S68°30'24"E	S68°22'40"E	N68°48'17"E
23	0/0/0/0.1	70.00	1728°07'	0.00	0.00	S68°30'24"E	S68°22'40"E	N68°48'17"E
24	0/0/0/0.1	70.00	1728°07'	0.00	0.00	S68°30'24"E	S68°22'40"E	N68°48'17"E
25	0/0/0/0.1	70.00	1728°07'	0.00	0.00	S68°30'24"E	S68°22'40"E	N68°48'17"E
26	0/0/0/0.1	70.00	1728°07'	0.00	0.00	S68°30'24"E	S68°22'40"E	N68°48'17"E
27	0/0/0/0.1	70.00	1728°07'	0.00	0.00	S68°30'24"E	S68°22'40"E	N68°48'17"E
28	0/0/0/0.1	70.00	1728°07'	0.00	0.00	S68°30'24"E	S68°22'40"E	N68°48'17"E
29	0/0/0/0.1	70.00	1728°07'	0.00	0.00	S68°30'24"E	S68°22'40"E	N68°48'17"E
30	0/0/0/0.1	70.00	1728°07'	0.00	0.00	S68°30'24"E	S68°22'40"E	N68°48'17"E
31	0/0/0/0.1	70.00	1728°07'	0.00	0.00	S68°30'24"E	S68°22'40"E	N68°48'17"E
32	0/0/0/0.1	70.00	1728°07'	0.00	0.00	S68°30'24"E	S68°22'40"E	N68°48'17"E
33	0/0/0/0.1	70.00	1728°07'	0.00	0.00	S68°30'24"E	S68°22'40"E	N68°48'17"E
34	0/0/0/0.1	70.00	1728°07'	0.00	0.00	S68°30'24"E	S68°22'40"E	N68°48'17"E
35	0/0/0/0.1	70.00	1728°07'	0.00	0.00	S68°30'24"E	S68°22'40"E	N68°48'17"E
36	0/0/0/0.1	70.00	1728°07'	0.00	0.00	S68°30'24"E	S68°22'40"E	N68°48'17"E
37	0/0/0/0.1	70.00	1728°07'	0.00	0.00	S68°30'24"E	S68°22'40"E	N68°48'17"E
38	0/0/0/0.1	70.00	1728°07'	0.00	0.00	S68°30'24"E	S68°22'40"E	N68°48'17"E
39	0/0/0/0.1	70.00	1728°07'	0.00	0.00	S68°30'24"E	S68°22'40"E	N68°48'17"E
40	0/0/0/0.1	70.00	1728°07'	0.00	0.00	S68°30'24"E	S68°22'40"E	N68°48'17"E
41	0/0/0/0.1	70.00	1728°07'	0.00	0.00	S68°30'24"E	S68°22'40"E	N68°48'17"E
42	0/0/0/0.1	70.00	1728°07'	0.00	0.00	S68°30'24"E	S68°22'40"E	N68°48'17"E
43	0/0/0/0.1	70.00	1728°07'	0.00	0.00	S68°30'24"E	S68°22'40"E	N68°48'17"E
44	0/0/0/0.1	70.00	1728°07'	0.00	0.00	S68°30'24"E	S68°22'40"E	N68°48'17"E
45	0/0/0/0.1	70.00	1728°07'	0.00	0.00	S68°30'24"E	S68°22'40"E	N68°48'17"E
46	0/0/0/0.1	70.00	1728°07'	0.00	0.00	S68°30'24"E	S68°22'40"E	N68°48'17"E
47	0/0/0/0.1	70.00	1728°07'	0.00	0.00	S68°30'24"E	S68°22'40"E	N68°48'17"E
48	0/0/0/0.1	70.00	1728°07'	0.00	0.00	S68°30'24"E	S68°22'40"E	N68°48'17"E
49	0/0/0/0.1	70.00	1728°07'	0.00	0.00	S68°30'24"E	S68°22'40"E	N68°48'17"E
50	0/0/0/0.1	70.00	1728°07'	0.00	0.00	S68°30'24"E	S68°22'40"E	N68°48'17"E
51	0/0/0/0.1	70.00	1728°07'	0.00	0.00	S68°30'24"E	S68°22'40"E	N68°48'17"E
52	0/0/0/0.1	70.00	1728°07'	0.00	0.00	S68°30'24"E	S68°22'40"E	N68°48'17"E
53	0/0/0/0.1	70.00	1728°07'	0.00	0.00	S68°30'24"E	S68°22'40"E	N68°48'17"E
54	0/0/0/0.1	70.00	1728°07'	0.00	0.00	S68°30'24"E	S68°22'40"E	N68°48'17"E
55	0/0/0/0.1	70.00	1728°07'	0.00	0.00	S68°30'24"E	S68°22'40"E	N68°48'17"E
56	0/0/0/0.1	70.00	1728°07'	0.00	0.00	S68°30'24"E	S68°22'40"E	N68°48'17"E
57	0/0/0/0.1	70.00	1728°07'	0.00	0.00	S68°30'24"E	S68°22'40"E	N68°48'17"E
58	0/0/0/0.1	70.00	1728°07'	0.00	0.00	S68°30'24"E	S68°22'40"E	N68°48'17"E
59	0/0/0/0.1	70.00	1728°07'	0.00	0.00	S68°30'24"E	S68°22'40"E	N68°48'17"E
60	0/0/0/0.1	70.00	1728°07'	0.00	0.00	S68°30'24"E	S68°22'40"E	N68°48'17"E
61	0/0/0/0.1	70.00	1728°07'	0.00	0.00	S68°30'24"E	S68°22'40"E	N68°48'17"E
62	0/0/0/0.1	70.00	1728°07'	0.00	0.00	S68°30'24"E	S68°22'40"E	N68°48'17"E
63	0/0/0/0.1	70.00	1728°07'	0.00	0.00	S68°30'24"E	S68°22'40"E	N68°48'17"E
64	0/0/0/0.1	70.00	1728°07'	0.00	0.00	S68°30'24"E	S68°22'40"E	N68°48'17"E
65	0/0/0/0.1	70.00	1728°07'	0.00	0.00	S68°30'24"E	S68°22'40"E	N68°48'17"E
66	0/0/0/0.1	70.00	1728°07'	0.00	0.00	S68°30'24"E	S68°22'40"E	N68°48'17"E
67	0/0/0/0.1	70.00	1728°07'	0.00	0.00	S68°30'24"E	S68°22'40"E	N68°48'17"E
68	0/0/0/0.1	70.00	1728°07'	0.00	0.00	S68°30'24"E	S68°22'40"E	N68°48'17"E
69	0/0/0/0.1	70.00	1728°07'	0.00	0.00	S68°30'24"E	S68°22'40"E	N68°48'17"E
70	0/0/0/0.1	70.00	1728°07'	0.00	0.00	S68°30'24"E	S68°22'40"E	N68°48'17"E
71	0/0/0/0.1	70.00	1728°07'	0.00	0.00	S68°30'24"E	S68°22'40"E	N68°48'17"E
72	0/0/0/0.1	70.00	1728°07'	0.00	0.00	S68°30'24"E	S68°22'40"E	N68°48'17"E
73	0/0/0/0.1	70.00	1728°07'	0.00	0.00	S68°30'24"E	S68°22'40"E	N68°48'17"E
74	0/0/0/0.1	70.00	1728°07'	0.00	0.00	S68°30'24"E	S68°22'40"E	N68°48'17"E
75	0/0/0/0.1	70.00	1728°07'	0.00	0.00	S68°30'24"E	S68°22'40"E	N68°48'17"E
76	0/0/0/0.1	70.00	1728°07'	0.00	0.00	S68°30'24"E	S68°22'40"E	N68°48'17"E
77	0/0/0/0.1	70.00	1728°07'	0.00	0.00	S68°30'24"E	S68°22'40"E	N68°48'17"E
78	0/0/0/0.1	70.00	1728°07'	0.00	0.00	S68°30'24"E	S68°22'40"E	N68°48'17"E
79	0/0/0/0.1	70.00	1728°07'	0.00	0.00	S68°30'24"E	S68°22'40"E	N68°48'17"E
80	0/0/0/0.1	70.00	1728°07'	0.00	0.00	S68°30'24"E	S68°22'40"E	N68°48'17"E
81	0/0/0/0.1	70.00	1728°07'	0.00	0.00	S68°30'24"E	S68°22'40"E	N68°48'17"E
82	0/0/0/0.1	70.00	1728°07'	0.00	0.00	S68°30'24"E	S68°22'40"E	N68°48'17"E
83	0/0/0/0.1	70.00	1728°07'	0.00	0.00	S68°30'24"E	S68°22'40"E	N68°48'17"E
84	0/0/0/0.1	70.00	1728°07'	0.00	0.00	S68°30'24"E	S68°22'40"E	N68°48'17"E
85	0/0/0/0.1	70.00	1728°07'	0.00	0.00	S68°30'24"E	S68°22'40"E	N68°48'17"E
86	0/0/0/0.1	70.00	1728°07'	0.00	0.00	S68°30'24"E	S68°22'40"E	N68°48'17"E
87	0/0/0/0.1	70.00	1728°07'	0.00	0.00	S68°30'24"E	S68°22'40"E	N68°48'17"E
88	0/0/0/0.1	70.00	1728°07'	0.00	0.00	S68°30'24"E	S68°22'40"E	N68°48'17"E
89	0/0/0/0.1	70.00	1728°07'	0.00	0.00	S68°30'24"E	S68°22'40"E	N68°48'17"E
90	0/0/0/0.1	70.00	1728°07'	0.00	0.00	S68°30'24"E	S68°22'40"E	N68°48'17"E
91	0/0/0/0.1	70.00	1728°07'	0.00	0.00	S68°30'24"E	S68°22'40"E	N68°48'17"E
92	0/0/0/0.1	70.00	1728°07'	0.00	0.00	S68°30'24"E	S68°22'40"E	N68°48'17"E
93	0/0/0/0.1	70.00	1728°07'	0.00	0.00	S68°30'24"E	S68°22'40"E	N68°48'17"E
94	0/0/0/0.1	70.00	1728°07'	0.00	0.00	S68°30'24"E	S68°22'40"E	N68°48'17"E
95	0/0/0/0.1	70.00	1728°07'	0.00	0.00	S68°30'24"E	S68°22'40"E	N68°48'17"E
96	0/0/0/0.1	70.00	1728°07'	0.00	0.00	S68°30'24"E	S68°22'40"E	N68°48'17"E
97	0/0/0/0.1	70.00	1728°07'	0.00	0.00	S68°30'24"E	S68°22'40"E	N68°48'17"E
98	0/0/0/0.1	70.00	1728°07'	0.00	0.00	S68°30'24"E	S68°22'40"E	N68°48'17"E
99	0/0/0/0.1	70.00	1728°07'	0.00	0.00	S68°30'24"E	S68°22'40"E	N68°48'17"E
100	0/0/0/0.1	70.00	1728°07'	0.00	0.00	S68°30'24"E	S68°22'40"E	N68°48'17"E
101	0/0/0/0.1	70.00	1728°07'	0.00	0.00	S68°30'24"E	S68°22'40"E	N68°48'17"E
102	0/0/0/0.1	70.00	1728°07'	0.00	0.00	S68°30'24"E	S68°22'40"E	N68°48'17"E
103	0/0/0/0.1	70.00	1728°07'	0.00	0.00	S68°30'24"E	S68°22'40"E	N68°48'17"E
104	0/0/0/0.1	70.00	1728°07'	0.00	0.00	S68°30'24"E	S68°22'40"E	N68°48'17"E
105	0/0/0/0.1	70.00	1728°07'	0.00	0.00	S68°30'24"E	S68°22'40"E	N68°48'17"E
106	0/0/0/0.1	70.00	1728°07'	0.00	0.00	S68°30'24"E	S68°22'40"E	N68°48'17"E
107	0/0/0/0.1	70.00	1728°07'	0.00	0.00	S68°30'24"E	S68°22'40"E	N68°48'17"E
108	0/0/0/0.1	70.00	1728°07'	0.00	0.00	S68°30'24"E	S68°22'40"E	N68°48'17"E
109	0/0/0/0.1	70.00	1728°07'	0.00	0.00	S68°30'24"E	S68°22'40"E	N68°48'17"E
110	0/0/0/0.1	70.00	1728°07'	0.00	0.00	S68°30'24"E	S68°22'40	

OLDE HIGHLANDER

BEING A REPRESENTATION OF LOT 2 OF SECTION 28, TOWNSHIP 10 N., RANGE 17 E., AND SECTION 29, TOWNSHIP 10 N., RANGE 17 E., ALL BEING LOCATED IN A PART OF THE NORTHWEST 1/4 OF SECTION 10, ALL IN TOWN 7 NORTH, RANGE 17 EAST, IN THE CITY OF COCONINO, MARICOPA COUNTY, ARIZONA.

SURVEYOR'S CERTIFICATE:

STATE OF ARIZONA)
COUNTY OF MARICOPA)

I, David L. Brown, Professional Land Surveyor, do hereby certify:

That I have surveyed, plotted and reduced a subdivision of Lot 2 of Section 28, Township 10 North, Range 17 East, and Lot 2 of Section 29, Township 10 North, Range 17 East, all being located in a part of the Northwest 1/4 of Section 10, All in Town 7 North, Range 17 East, in the City of Coconino, Maricopa County, Arizona, and that the same is shown on the attached map, which is a true and correct representation of the same.

That I have made such survey, field notes, and map by the direction of OLDE HIGHLANDER, LLC, owner of said land.

That each map is a correct representation of all the aforesaid boundaries of the land surveyed and the subdivision of the City of Coconino, Arizona, and the subdivision of the City of Coconino, Arizona, and the subdivision of the City of Coconino, Arizona.

Dated this _____ Day of _____, 20____.

David L. Brown, P.L.S.
Professional Land Surveyor, S-2872
1110 N. GILBERT AVENUE, SUITE 200
TUCSON, ARIZONA 85719
Phone: (520)790-1400 Fax: (520)790-1401

CORPORATE OWNERS' CERTIFICATE OF DEDICATION:

OLDE HIGHLANDER, LLC, a Maricopa Limited Liability Company, hereby certifies and dedicates the land shown on the attached map, which is a true and correct representation of the same, to the City of Coconino, Arizona, for the use and benefit of the public.

ADDITIONAL ADDRESS: _____
1. City of Coconino
2. Maricopa County, Department of Public Works
3. State of Arizona, Department of Transportation

Where the land and said Owner the _____ Day of _____, 20____.

OLDE HIGHLANDER, LLC
By: _____, President
By: _____, Secretary

By: _____, President
By: _____, Secretary

STATE OF ARIZONA)
COUNTY OF MARICOPA)

I, _____, President of OLDE HIGHLANDER, LLC, do hereby certify that the land shown on the attached map, which is a true and correct representation of the same, is the property of OLDE HIGHLANDER, LLC, and that the same is being dedicated to the City of Coconino, Arizona, for the use and benefit of the public.

Dated this _____ Day of _____, 20____.

CONSENT OF CORPORATE MORTGAGE:

I, _____, President of OLDE HIGHLANDER, LLC, do hereby consent to the mortgage of the land shown on the attached map, which is a true and correct representation of the same, to the City of Coconino, Arizona, for the use and benefit of the public.

STATE OF ARIZONA)
COUNTY OF MARICOPA)

I, _____, President of OLDE HIGHLANDER, LLC, do hereby consent to the mortgage of the land shown on the attached map, which is a true and correct representation of the same, to the City of Coconino, Arizona, for the use and benefit of the public.

Dated this _____ Day of _____, 20____.

By: _____, President
By: _____, Secretary

CERTIFICATE OF COUNTY TREASURER:

STATE OF ARIZONA)
COUNTY OF MARICOPA)

I, _____, County Treasurer, do hereby certify that the land shown on the attached map, which is a true and correct representation of the same, is the property of OLDE HIGHLANDER, LLC, and that the same is being dedicated to the City of Coconino, Arizona, for the use and benefit of the public.

Dated this _____ Day of _____, 20____.

By: _____, County Treasurer

CERTIFICATE OF CITY TREASURER:

STATE OF ARIZONA)
COUNTY OF MARICOPA)

I, _____, City Treasurer, do hereby certify that the land shown on the attached map, which is a true and correct representation of the same, is the property of OLDE HIGHLANDER, LLC, and that the same is being dedicated to the City of Coconino, Arizona, for the use and benefit of the public.

Dated this _____ Day of _____, 20____.

By: _____, City Treasurer

CITY PLAN COMMISSION APPROVAL:

Approved by the Planning Commission of the City of Coconino on this _____ Day of _____, 20____.

By: _____, President
By: _____, Secretary

CITY COMMON COUNCIL APPROVAL:

Approved by the Common Council of the City of Coconino on this _____ Day of _____, 20____.

By: _____, Mayor
By: _____, City Clerk



There are no objections to this plan with respect to the 2.5% (15, 20% and 25% (1) and (2).
No State as provided by s. 2.5% (1), No State.
Certified _____, 20____.
Department of Administration

4400 N. Cactus Road
Suite 200
Phoenix, AZ 85018
Phone: 602-955-1234